

A No Gap Approach to Malpractice Insurance

The Recorder

11.11.2014

Imagine an attorney's surprise when the legal malpractice insurance carrier not only denies coverage for a claim, but files a summary judgment motion to establish "no coverage" under the policy. This is the kind of thing an attorney or law firm might expect if the claim involved intentional misconduct or activities outside the rendition of professional services. Yet this is what happened in one garden-variety California legal malpractice claim.

In *Root v. Am. Equity Specialty Ins. Co.* (130 Cal. App. 4th 926, 30 Cal. Rptr. 3d 631 (2005)), an attorney was sued for legal malpractice days before his malpractice insurance expired, but was not served with the lawsuit until after the policy expired. Despite not having been served, the attorney was informed of the lawsuit before the policy expired through a phone call from a reporter. Because he believed the phone call was a prank, the attorney did not report the lawsuit to his insurer. By the time the attorney realized it was no joke, it was too late.

To read this article in its entirety (subscription required), please visit: <http://tinyurl.com/krdqrgp>.

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