

M&O Agencies, Inc. v. Murillo et. al.

Year: 2021

Court: Court of Appeals State of Arizona

Case Number: 2 CA-SA 2021-0010

In its brief, UP argues that the 2016 and 2019 amendments to A.R.S. § 20-259.01(A) and (B) purported to create a safe harbor barring common-law claims for professional negligence against insurance agents and brokers, and creates a safe harbor for them if they used an approved form offering UIM coverage. UP argues that these amendments violate the anti-abrogation clause and are thus unconstitutional. UP goes on to add that:

I. For centuries, American courts have allowed common-law negligence actions against insurance agents and brokers who fail to procure the insurance that their clients want and need; and

II. Legal commentators have also long recognized existence of a tort duty for insurance agents and brokers to procure the insurance that their clients want and need.

The brief was authored pro bono by David L. Abney of Ahwatukee Legal Office, P.C.