

National Collegiate Athletic Association (NCAA) v. Ace American Insurance Co.

Year: 2020

Court: Indiana Supreme Court

Case Number: 19A-PL-01313

In its brief, UP argues that the Court of Appeals Opinion incorrectly adopts a broad interpretation of exclusionary insurance policy language that threatens to substantially limit or eliminate years of coverage for Indiana policyholders under claims-made insurance policies.

Such policies cover claims made during year(s) the policy is in effect, except that here the Court of Appeals held that the NCAA's 2014 policies did not cover a claim made and reported in that year. That is because the Court of Appeals adopted a broad reading of the "related acts" exclusion found in claims-made policies that purports to limit or exclude coverage for a new claim based on its relationship to a prior claim.

UP argues that the Opinion deprives the NCAA of its 2014 coverage for a 2014 lawsuit (Jenkins) on the ground that Jenkins is "related" to a 2006 lawsuit (White). The Opinion adopts a broad interpretation of "related" to conclude that Jenkins and White were "related" despite the fact that they involved different time periods, different rules and bylaws, different conduct, and different plaintiffs. The Opinion's broad reading of the exclusion violates settled Indiana rules of insurance policy interpretation, and threatens to curtail or eliminate coverage for Indiana policyholders under claims-made insurance policies.

This brief was drafted pro bono by Andrew Detherage, Charles Edwards, and Christian Jones of Barnes & Thornburg LLP