

Preferred Contractors Ins. Co. v. Baker and Son Construction, et al.

Year: 2022

Court: Washington Supreme Court

Case Number: 100466-4

In its amicus brief, United Policyholders addresses the issue of “non-retroactive claims-made coverage,” a highly unusual and notorious type of insurance that ostensibly requires that both (1) the conduct giving rise to an insurance claim and (2) the insurance claim itself to occur during the same year in order for there to be coverage. For example, a 2019 insurance policy would cover claims made in the 2019 policy period, but only for conduct occurring in that same period; and then the 2020 policy would cover claims made in the 2020 policy period, but only for conduct occurring in that period; and so forth.

As explained in United Policyholder’s amicus brief, non-retroactive claims made insurance policies go against the public interest because of their extremely limited scope which is not readily apparent to policyholders. United Policyholders also points out that these types of insurance policies violate Washington law, which requires contractors, like Baker and Son, to carry adequate professional liability insurance coverage.

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