

Wellpoint Inc., Anthem Ins. Co v. Nat. Union. Fire Ins. Co.

Year: 2014

Court: Indiana Supreme Court

Case Number: 49A05-1202-PL-92

This case arises from a class-action lawsuit alleging that the insurer unlawfully conspired to systematically delay, deny, and diminish payments to doctors under a health plan. The insuring agreement in the policy at issue provided coverage for “errors and omissions” (E&O) arising out of “professional services” in “claims handling activities.” The E&O insurer denied coverage. The Court of Appeal incorrectly held that “unlawful agreements and conspiracies” are not “professional services” in the form of “claims handling activities” and thus not covered. However, UP reminded the Court that under Indiana law, insuring agreements must be broadly interpreted to effectuate coverage for E&O policyholders.

UP's brief was authored by Ronald G. McClean, Esq. and UP Executive Director Amy Bach, Esq.