

## EMPLOYMENT HISTORY

### ***Austin & Stanovich Risk Managers, LLC***

Holden, MA/Providence RI  
May 2002 to Present

### ***Stanovich Risk Managers, LLC***

Holden, MA  
January 2002 to May 2002

### ***Braley & Wellington Insurance Agency Corp.***

Worcester, MA

#### Chief Operating Officer

Manage all commercial insurance operations  
January 2000 to December 31, 2001

#### Vice President, Commercial Insurance

November 1988 to January 2000

#### Account Executive

November 1986 to November 1988

### ***J.H. Albert International Insurance Advisors, Inc.***

Needham Heights, MA

#### Assistant Vice President/Senior Consultant

October 1985 to November 1986

#### Assistant Vice President/Staff Consultant

March 1984 to October 1985

#### Insurance Analyst

November 1983 to March 1984

### ***Hanover Insurance Company***

Worcester, MA

#### Senior Staff Underwriter – Commercial Casualty Supervisor

July 1982 to November 1983

#### Underwriter – Commercial Casualty

October 1980 to July 1982

#### Underwriter – Personal Lines

September 1978 to October 1980

## EDUCATION

### *Bridgewater State College*

Bachelor of Science-Education  
June 1978

## RISK AND INSURANCE EDUCATION

Certified Risk Manager  
Completion of 3 of 5 parts  
2007

Certified Insurance Counselor designation/Society of  
CIC  
1994

Chartered Property and Casualty Underwriter  
designation/Society of CPCU  
1987

Associate in Underwriting designation/Insurance  
Institute of America  
1982

## LICENSES

*Massachusetts Insurance Producer*  
November 1987 to present

*Massachusetts Insurance Advisor*  
April 1984 to present

*New Hampshire Insurance Producer*  
February 2008 to present

*Connecticut Certified Insurance Consultant*  
February 2008 to present

## SELECTED RECENT SPEAKING ENGAGEMENTS

### *"The CGL Policy"*

Society of Certified Insurance Counselors  
Nashua, NH – March, 2010  
Jamesburg, NJ- January, 2010  
Harrisburg, PA – December 2009  
Atlanta, GA – August, 2009  
Philadelphia, PA – July, 2009

### *"Business Auto & Workers' Compensation"*

Society of Certified Insurance Counselors  
Kalamazoo, MI – September, 2009  
Portland, OR – April, 2009  
Plymouth, MA – November, 2008 (WC only)

### *James K. Ruble Graduate Seminars*

Society of Certified Insurance Counselors  
Advanced CGL – Baltimore, MD – March, 2010  
Advanced CGL– Columbus, OH – February, 2010  
Legal Concepts – Atlanta, GA – January 2010  
Advanced CGL – Newport, RI – August, 2009  
Additional Insured & Legal Concepts – July, 2009

## **INSURANCE/RISK MANAGEMENT ORGANIZATIONS**

*Expert Commentator – General Liability – IRMI.com*  
April 2002 to present

Member, *Massachusetts Risk and Insurance Management Society*  
January 2002 to present

Member, *National Faculty, Society of Certified Insurance Counselors*  
2000 to present

Member – *Board of Directors – Society of Certified Insurance Counselors*  
2005 to present

Member, *Massachusetts Society of Licensed Insurance Advisors*  
1995 to present

Member, *Society of Certified Insurance Counselors*  
1994 to present

Member, *Society of CPCU*  
1987 to present

## **PUBLICATIONS**

### Books:

- Author - *Commercial General Liability* (Dearborn Financial Publishing, Inc. 2003)
- Co-Author – *Terrorism Coverage for Commercial Lines* (Dearborn Financial Publishing, Inc. 2003)

### Articles – International Risk Management Institute (IRMI.com):

- A High-Level View of the CGL Policy - 2010
- Contractual Confusion – Assuming the Liability of Others - 2009
- Other Insurance and the CGL - 2009
- Trigger Theories and the CGL - 2008
- Care, Custody or Control in CGL - 2008
- A Summary of Changes – December 2007 ISO CGL - 2008
- CGL Exclusion for Expected or Intended Injury - 2008
- Liquor Liability Exclusion in the CGL – 2008
- When Workers Aren't Employees - 2007
- In Defense of Insured Contracts - 2007
- No Harm, No Coverage – Personal and Advertising Injury Coverage in the CGL (Two Parts) - 2007
- The Hazards of Products and Completed Operations - 2006
- Additional Insured Endorsements – A Potential Minefield (Three Parts) - 2006
- Auto v. Mobile Equipment in the 2004 CGL – An Update - 2005
- Faulty Work and the CGL - 2005
- CGL – Fire Legal 2005
- CGL – Covered Locations - 2004
- A Summary of December 2004 ISO CGL Policy Changes - 2004
- How the Limits Apply in the CGL Policy - 2004
- Additional Insured Changes in the CGL Policy - 2004
- Some Common Coverage Misconceptions of the CGL Policy - 2003
- Known Injury or Damage - 2003
- When is an Insured not an Insured? - 2003
- The CGL Pollution Exclusion - 2003
- Auto versus Mobile Equipment in the CGL Policy - 2002
- Duty to Defend in the CGL Policy - 2002
- Contractual Liability - 2002

### Articles – Society of CPCU – CLEW Newsletter

- Interpreting Insurance Policies – When Courts Take Shortcuts - 2007
- The Observations of an Expert Witness – The View From Behind a Pile of Depositions– 2006

### Articles – Colemont Insurance Group Newsletter

- Auto Pollution – December, 2009
- Insuring Construction Managers – June, 2009
- General Contractor or Construction Manager – May, 2009
- Relieved of Liability – The Need for Discontinued Products Coverage – February, 2009
- Commercial Umbrella – Stand Alone or Follow Form – January, 2009
- Discontinued Products-Completed Operations – August 2008
- MCS-90 Endorsement – June 2008

- Owner's Interest Liability Insurance – January 2008
- Construction Defects – Part I and Part II – September 2007

Articles - Miscellaneous

- Certificates of Insurance - (with William K. Austin) — Rough Notes Magazine – 2005
- Subrogation and Risk Management – Risk Management Magazine – RIMS - 2005
- Coming to Grips with the “Absolute” Pollution Exclusion – The John Liner Review- - 1995

**PREVIOUS TRIAL TESTIMONY**

**Superior Court of Suffolk County - Commonwealth of Massachusetts - 2000**

Capital Site Management Associates v. Inland Underwriters Insurance Agency Ltd.

Standard of care of reasonably prudent insurance broker to inquire as to vacancy of property

**Superior Court of Bristol County - Commonwealth of Massachusetts - 2004**

Richard Vargas & Lillian Vargas v. Sylvia and Company Insurance Agency- Civil Action No 2001-00743

Standard of care of reasonably prudent insurance broker in preparing an application and Certificate of Insurance

**Superior Court Judicial District of Hartford – State of Connecticut – 2009**

State of Connecticut v. Acordia, Inc. State of Connecticut Superior Court, Complex Litigation Docket; No. HHD-CV-07-4027314 – April 2009

Custom and practice of insurance agents and brokers regarding contingency commissions and potential conflicts of interest

**PREVIOUS DEPOSITION TESTIMONY**

Maritz, Inc. v. Federal Insurance Company and Lockton Companies of St. Louis, Inc.- In the Circuit Court of St. Louis County, State of Missouri – Case No. 07CC-001163 – February 2008

Origin and purpose of “Insured versus Insured” exclusion in a Directors’ & Officers’ Liability policy.

Woodmont Country Club, Inc. v. Reimer Insurance Group and American Insurance Company, In the Circuit of the 17<sup>th</sup> Judicial District of the State of Florida, Broward County, Case NO: 0824133 12 – January 2010

Standard of care of insurance agent or broker in explaining to customer the workings of coinsurance

State of Connecticut v. Acordia, Inc. State of Connecticut Superior Court, Complex Litigation Docket; No. HHD-CV-07-4027314 – April 2009

Custom and practice of insurance agents and brokers regarding contingency commissions and potential conflicts of interest

Tiara Condominium Association, Inc. v. Marsh & McClennan, Inc. Marsh, Inc. Marsh USA, Inc. – United States District Court – Southern District of Florida – Case No. 08-80254 – October, 2008

Standard of care required of insurance broker in providing advice to a condominium association under a Wind only policy, including post-claim advice

Legatus Emergency Services, LLC vs. Charles L. Crane Agency and Carey Prewitt .- In the Circuit Court of The County of St. Louis, State of Missouri – Case No. 05-CC-002666 – July 2008

Standard of care required of insurance broker when providing advice as to the financial wherewithal of insurance company

Owner-Operator Independent Drivers Association, Inc. et al v. Supervalu – United States District Court, District of Minnesota – Civil File No. 05-cv-2809 JRT/JJG – May, 2008

Benefits and burdens of insurance requirements imposed on independent drivers delivering to Supervalu warehouses.

Maritz, Inc. v. Federal Insurance Company and Lockton Companies of St. Louis, Inc.- In the Circuit Court of St. Louis County, State of Missouri – Case No. 07CC-001163 – February 2008

Standard of care required of insurance broker when promising comprehensive risk management assessment to customer

Mukesh Patel v. Dolan & Maloney Insurance , LLC A/K/A Dolan, Maloney & Melfa, Paul Maloney, and Andover Companies – Essex Superior Court – Commonwealth of Massachusetts - Civil Action No. 00391- C – January, 2008

Standard of due diligence of insurance broker to seek coverage for customer

Mark Goldstein as assignee for Juris Publishing, Inc. v. Juris Publishing, Inc. and Graphic Arts Mutual Insurance Company . United States District Court for the Southern District of Florida Case No. 05-23263 September, 2006

Historical personal & advertising injury coverage in the CGL policy for publishers

Utica Mutual Insurance Company v. Wieczorek Insurance, Inc - United States District Court for the District of New Hampshire Civil Action No. 04-325-JD October, 2005

Agent's duty to disclose information to insurer regarding previous arson losses

D.C. Holding Company, Inc. v. Shuckers of Orlando SOBT, Inc. & Lloyds of London Court of the Ninth Judicial Circuit, Orange County, Florida Case No. 02-CA-7666 - July, 2005

Issues of material misrepresentation in Commercial Property Policy

#### **CONTACT:**

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