

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

Bralely & 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 designation/Society of CRM
2011

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

Does Your Builders Risk Coverage Pass Inspection?
With Jeffrey Vita, Saxe, Doernberger & Vita, PC
30th IRMI Construction Risk Conference
Orlando, FL – November, 2010

“The CGL Policy”

Society of Certified Insurance Counselors
Salem, MA – December, 2011
Fort Worth, TX – September, 2011
Birmingham, AL – April, 2011

“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
Legal Concepts – Houston, TX September, 2011
CGL – Denver Co – March, 2011

INSURANCE/RISK MANAGEMENT ORGANIZATIONS

Expert Commentator – General Liability – IRMI.com
April 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 2011

Member, Massachusetts Society of Licensed Insurance Advisors
1995 to present

Member, Society of Certified Insurance Counselors
1994 to present

Member, Society of Certified Risk Managers Intl
2011 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):

- Is the Occurrence Bodily Injury or Property Damage? - 2011
- Additional Insured – Automatic or Wet Blanket? – 2011
- Legal Separation – The Severability Test in The CGL -2011
- The Increasingly Complex CGL - 2011
- Pay Me Back! Reimbursement of Defense Costs in the CGL - 2010
- Product Recall Expense Exclusion – When Your Ship Does Not Come In - 2010
- The Impaired Property Exclusion in the CGL Policy - 2010
- 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 – AmWINS Group, Inc. Client Advisory

- Big Changes in Texas: Limitations on Indemnity and Additional Insured – December, 2011
- Third Party Over Claims – Part I and II – March 2011
- 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 Rockingham County – State of New Hampshire - 2011

Michael Whittier and Stacey Whittier v. Lehrer & Madden, Inc. – The State of New Hampshire Rockingham County Superior Court Docket No. 07-C-479

Standard of care of reasonably prudent insurance agent in placing coverage for a vacant dwelling and availability of coverage for water damage to vacant dwelling

Superior Court Washington County – State of Rhode Island – 2011

Allan Shine, as Receiver for Kingston Camera, Inc. v. Joseph Gilmartin & J.J. Gilmartin & Son Insurance Agency, Inc. – State of Rhode Island: CA-NO. 2006 -0069

Availability of property insurance coverage to lessee with no ownership interest in property in the event of a total loss to leased property

Superior Court of Middlesex County – State of New Jersey – 2011

Specialty National Insurance Company v. NIP Group, Inc. – State of New Jersey Law Division: Middlesex County Docket No: MID-L-6210-09

Custom, practice and reasonableness of methodology used by insurance of agency in calculating amounts due under a profit sharing agreement with its insurer.

Superior Court of Essex County – Commonwealth of Massachusetts – 2011

Bomco, Inc. v. Mazonson, Inc. and Mazonson, LLC – Commonwealth of Massachusetts – Lawrence Superior Court CA No. 05-1665-C

Standard of care of reasonably prudent insurance producer in explaining to customer the purpose and availability of a Foreign Aircraft Liability Coverage Endorsement to an Aircraft Products Liability policy.

United States District Court – District of Massachusetts – 2010

Cape Ann Marina, Corp. v. Watson Insurance Agency, Inc. – Civil Action No. 07-11983

Standard of care of reasonably prudent insurance producer in advising customer as to values of buildings built and owned by the customer.

Circuit Court of St. Louis County – State of Missouri – 2010

Maritz, Inc. v. Federal Insurance Company – Case No. 07CC-001163

Industry custom and practice in determining the meaning of an undefined phrase used in an insurance contract.

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

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

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 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

PREVIOUS DEPOSITION TESTIMONY

Yang Ming Marine Transport Corp. et al v. Dwight Rudd & Co.,Inc.,Wolpert Insurance Agency, Itz-Ohlson Transport, Inc., Charles D. Itz and Robert Mucci Civil Action No. 2004 -05567-P – November, 2011

Extent of coverage provided in a Motor Truck Cargo policy

Grandview One v. Auto-Owners Insurance Company – Marion Superior Court, County of Marion, State of Indiana – Cause No. 49D04-0909-CT-044722 – July, 2011

Meaning of “vacancy” when undefined in a Businessowners Policy

Capstone Building Corp. v. Alexion-Pereira Insurance Agency, Inc. – Suffolk Superior Court – Civil Action No. 08-1202-A – April, 2011

Standard of care of reasonably prudent insurance producer placing coverage for construction customer

RLI Insurance Company v. Arthur Klonsky, Jane Klonsky and Maria Rosatone – United States District Court for the District of Vermont – Case No. 2:09-CV-157 – October, 2010

Custom and practice of underwriting, the meaning of “self-underwritten” and insurer’s use of rescission after a loss compared to customary underwriting practice prior to a loss.

Caribbean Beach Club Association, Inc. v Axis Surplus Insurance Company fka Sheffield Insurance Corporation – In the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida Civil Division - Case No. 06-CA-004562- August 2010

The meaning of Undamaged Portion of Building with Ordinance or Law Coverage Endorsement as included within a Commercial Property – Building and Personal Property Coverage Form.

Bomco, Inc. v. Mazonson, Inc. and Mazonson, LLC – Commonwealth of Massachusetts - Superior Court CA No. 05-19665-C – July 2010

Standard of care of reasonably prudent insurance producer in explaining to customer the purpose and availability of a Foreign Aircraft Liability Coverage Endorsement to an Aircraft Products Liability policy.

Maritz, Inc. v. Federal Insurance Company - In the Circuit Court of St. Louis County, State of Missouri – Case No. 07CC-001163 – March, 2010

The meaning of the “Insured v. 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 17th 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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