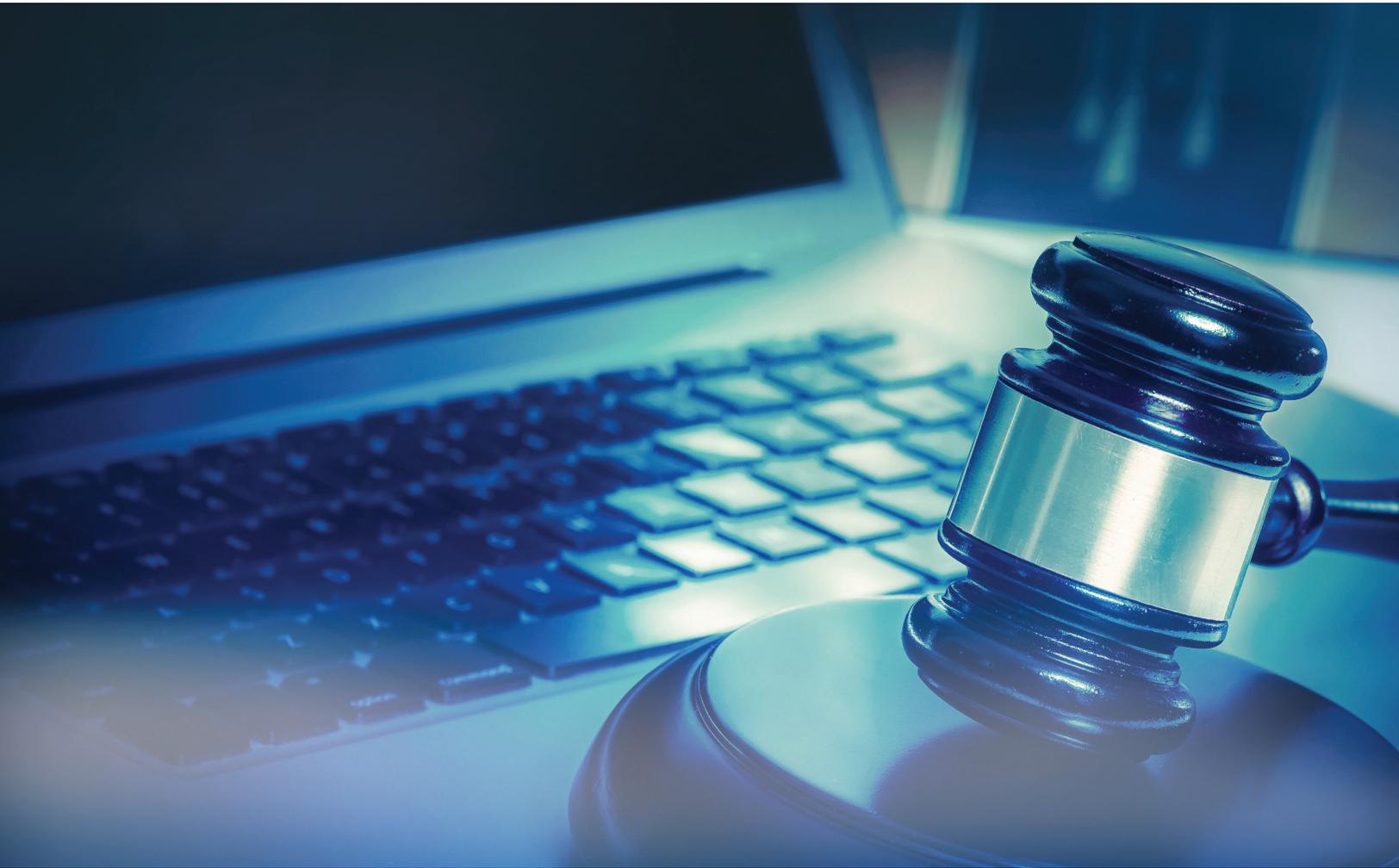


YOUR WEBSITE SAYS **WHAT?**



WHAT YOU SAY **DOES MAKE A
DIFFERENCE!**
LESSONS FROM THE TRENCHES

BIG [®]
**PROFESSIONAL
LIABILITY.**

 **Swiss Re**
Corporate Solutions

Over the last several years insurance agencies have exponentially expanded their internet presence. This expansion began with simple agency websites and has grown into entire social media marketing programs. Facebook, Instagram, Twitter, and so many other platforms have given insurance agents and agencies the ability to market their services outside of the traditional Yellow Pages, newspaper, local print “shoppers” and other “old” and traditional marketing methods.

As a result, agencies can market to more than just their local community. Now the “local” agent can market to their state, country, and even the entire world. All they need is someone to enter a search term that matches a keyword on one of the agency’s marketing platforms, and as the saying goes, “the world is their oyster.” Unfortunately, when agents seize this expanded opportunity, they very often use terms and phrases that create a serious and potentially costly problem.

Following numerous phone calls and Zoom meetings with various industry “experts” (a term you will soon realize must be avoided), we realized a warning must be sounded.

Although websites were initially the main focus of this warning, we know that websites are only one piece a much larger digital marketing plan. The warnings we initially focused on websites, of necessity, must be applied to every marketing platform agencies use.

The Problem

In the last several years, you have undoubtedly seen numerous articles and webinars about the importance of your website. Many of these publications and presentations focus on the potential power of your website and why you should tap into the power. But you likely haven’t seen many, if any, information on the danger inherent when you don’t pay attention to this power.

Yes, a well-designed website with strong copy can drive people to your website and make you a force in the insurance marketplace. But unregulated copy can also result in problems you would rather not have (especially since you can avoid them).

There are many companies that can design a website that can get your agency to the top of the search engine list. Unfortunately, they are not aware, and probably don’t care, that the terms they want you to use can and may cause you a significant legal problem in the unfortunate event of an errors and omissions claim.

Terms such as “best,” “expert,” “peace of mind,” “partner,” “comprehensive” and “personalized” are powerful and create emotion, but they also increase YOUR duty owed to the customer. While these terms accomplish their marketing goal, they are detrimental to the agency. The lift may not be worth the fall.

Insurance agents and brokers have traditionally tried to distinguish themselves in the marketplace by using words and phrases that make them stand out.

Terms such as “best,” “expert,” and “peace of mind,” are powerful, but they also increase YOUR duty owed to the customer. The lift may not be worth the fall.

Words such as “expert,” “best,” “partner,” “comprehensive” and yes, even “professional,” have been used by agents to enhance their position in the public eye. The problem is that by using those terms and many others, they could elevate their standard of care above that which is required under individual state law. Once the standard of care is raised, the agency has increased the probability that if an insurance error and/or omission occurs, the agency will be held liable for that error when they otherwise would not have been.

Standard of Care

To understand why these terms are problematic, it is important to know why the application of the agent’s “standard of care” is so important.

Over the years many articles, webinars, and classes have been provided by insurance educators, insurance defense attorneys and others about and agent’s “standard of care” attempting to

clarify what is meant by “standard of care.” In simplest terms, the “standard of care” required of an insurance agent is that degree of skill that other agents use in the same or similar circumstances when servicing their customers. The standards vary by state and jurisdiction and comes in three “flavors”:

- ▶ The **basic standard** is that of an order taker. The customer tells the agent what kind of insurance they want, the agent finds it, and provides the insured exactly what they asked for. No more, no less.
- ▶ The **intermediate standard** of care “level” is an “order taker plus,” meaning that the agent gets the customer what they asked for, but they must also inquire if they want anything else.
- ▶ The **highest standard** of care is that of a “special relationship.” This means that either by the agent’s actions or by law, the agent has a duty to use the highest standard of care and to fully inquire and investigate the customer’s insurance needs, and to find them the exact type and quantity of insurance that customer requires under the circumstances.

A “special relationship” can be created when an agent or agency uses terms such as “expert,” “best,” “comprehensive” and others. In the absence of these terms, the agency may not be held to the level of care required by this “special relationship.” Although a “special relationship” can also arise based on the agent’s course of dealing with the customer, this white paper

addresses only the use of those terms and phrases that create this “special relationship.”

Words and Phrases

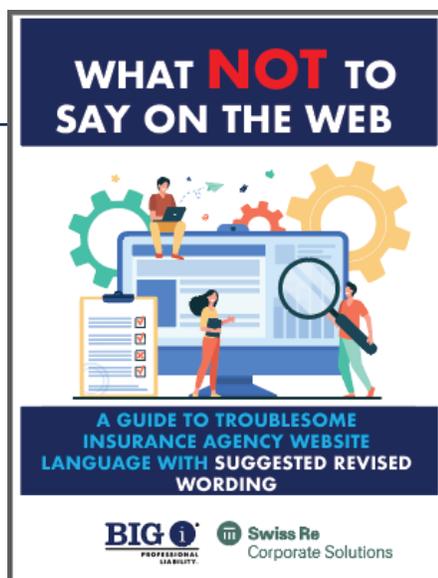
So, what are the words and phrases agents use that could, and in many cases, have been determined to raise an agent’s “standard of care” to that of a “special relationship”? It is virtually impossible to create a definitive list of ALL the words and phrases, as the possibilities expand over time due to litigation and court decisions.

The key to understanding what terms to avoid is to focus on what is being said. It’s almost like going back to school and learning English again. Adjectives, adverbs, qualifiers, etc., elicit a sense that the word they modify or are used in conjunction with cause a person to act. Do they “intensify” the meaning of the subject in the sentence?

Eliciting a response is the essence of marketing. The goal of websites and all social media marketing is to promote the agency in the best possible light to drive customers to the agency to purchase insurance. But focusing exclusively on this goal without fully considering the ramifications of the terminology used creates a significant risk for the agency (and your livelihood).

▶ FREE RESOURCE DOWNLOAD

To help agents avoid words and phrases that create a “special relationship,” we have created a guide entitled, “What Not to Say on the Web.” This guide includes a lengthy list of terms that have already been identified as causing problems in E&O claims. Access it by logging in to iiaba.net/EOHappens, or click the image at right.



What Do the “Experts” Say?

Nothing in this white paper is the opinion of just one person or even one group. Several insurance agents errors and omission professionals representing many sides of the industry were consulted. These contributors review websites and social media marketing campaigns daily.

Each of the involved groups provided an invaluable perspective from their respective discipline:

- ▶ **The Agents’ View** 
- ▶ **The Attorneys’ View**
- ▶ **The Association’s View**
- ▶ **The Auditors’ View**
- ▶ **The Claims Adjusters’ View**

Each of those groups also participated in individual webinars to help provide the real-world examples and provide real-world advice. The series is called, "Your Website Says What?" and is found on the E&O Happens website at www.independentagent.com/EOHappens.



THE AGENTS' VIEW: "KNOW WHAT YOUR WEBSITE SAYS"

Jeremiah Gudding and Robert Norberg have more than 40 years combined insurance experience in many sides of the insurance world as agents, insurance marketers, underwriters, claims adjusters, and even acting as insurance expert witnesses in agents E&O claims. They answered the following questions:

- ▶ Why it's important for agencies to review their current website?
- ▶ Is website management a "once and done" project?
- ▶ Primary purpose or goal of an agency website?
- ▶ What is key when to picking the right website designer?
- ▶ What instructions should be given to a website designer?
- ▶ What advice would you give agents regarding use of Facebook, LinkedIn, etc.?
- ▶ Should and to what extent should employees be allowed to post about the agency on these social media outlets?



Gudding and Norberg unfortunately concluded that agents really don't know what their website and marketing says, and just put up whatever the marketing people tell them to use.

Their conclusion: "Know what your website says."

THE ATTORNEYS' VIEW: "DON'T OVERPROMISE"

Ben Andrews and Aaron Simon are attorneys who have represented and defended insurance agents in E&O claims for many years. Their first-hand experience in dealing with the problems created by agency websites and marketing brings a direct look at what agencies have said on their websites that have ultimately put them in the position of having a "special relationship" when the agent would have just been an "order taker" (had not such terminology been used).

The issues they face are surprisingly simple, but also create significant problems when defending agents:

- ▶ Websites are a "hotbed"
- ▶ Overpromising
- ▶ WORDS MATTER: "Best" "Risk Manager" "Expert" "Peace of Mind" "Partner"
- ▶ Marketing
- ▶ Know what is on your website

Not surprisingly, their message was equally simple: "Don't Overpromise!"



THE ASSOCIATION'S VIEW: "STICKS AND STONES MAY BREAK YOUR BONES, BUT WORDS WILL GET YOU SUED"

Tim Dodge of the Big I New York and Stuart Powell formerly of the Independent Insurance Agents of North Carolina, brought their years of experience working with insurance agents to address the issue of websites and digital marketing. Both understand the dilemma that agents face when trying to distinguish themselves in the marketplace while trying to not put themselves in a dangerous E&O position.



The questions they addressed were:

- ▶ How can agents make their websites interesting without taking too much risk?
- ▶ If agents are required to be so careful about what they say on the web, is it even worth it to be there?
- ▶ It feels like agents are in a no-win situation. If they don't use a website or social media, they won't get customers. If they do, they could get sued. What should they do?
- ▶ What advice would you give agents regarding use of Facebook, LinkedIn, Snap Chat, Instagram, etc.?
- ▶ Should and, if so, to what extent should employees be allowed to post about the agency on these social media outlets?
- ▶ Have emails created an E&O issue for agents?

Their takeaway was something that harkens back to our childhood: "Sticks and stones may break your bones, but words will get you sued."

THE AUDITORS' VIEW: "WATCH THE ABSOLUTES!"

Angelynn Heavener and Mallory Cornell are two Swiss Re Corporate Solutions approved auditors who, as part of their insurance agency process audits, also review agency websites and marketing materials to ensure that they are doing what they say, saying what they do, and help them avoid terms that could cause agents problems when they have an E&O claim.

Both identified the primary issues they see when they undertake an agency review. They addressed the basic things that agencies try to do with their marketing presence, including websites, social media and marketing brochures and materials:

- ▶ Basic Billboard to Bells and Whistles
- ▶ Key elements
 - ◆ Choosing a Designer
 - ◆ Outsourcing
 - ◆ Insurance Knowledge
 - ◆ Standard of Care
 - ◆ Review by staff
 - ◆ Review by third party
 - ◆ Review by Management

They also had similar concerns as the other groups:

KNOW WHAT'S ON YOUR WEBSITE

- ▶ Description of Coverages – UM vs. UMPD (know what terms you use)
- ▶ Watch the superlatives – “expert”, “specialists”, “best”, “fully covered”, etc.
- ▶ When using statements regarding “choosing” coverage ensure that the statements reflect the agency will assist/suggest/help the insured/prospect choose. Ultimate decision is always the buyer’s.
- ▶ Lists of coverages or exclusions – ensure that statements such as; “the following list is not all inclusive” or “the following are a few of the coverages/exclusions” are used.
- ▶ Ensure that links posted are appropriate and professional.

AGENCY MARKETING

- ▶ Social Media
- ▶ Blogs
 - Timely and accurate
 - Reposting-Give proper credit
- ▶ Disclaimers
- ▶ Contact us
- ▶ “All”; “Every”, “100%”
- ▶ Agency Marketing-Last but not least.
- ▶ “Are we doing what our marketing materials say we are doing?”
- ▶ We know you provide a valuable service to individuals, families and businesses.
- ▶ Explain how you actually do this, why it’s important and keep it simple.
- ▶ When in doubt, ask for help.

They want agents to understand one thing: “Watch the Absolutes!”



THE CLAIMS ADJUSTERS' VIEW: "STICK TO THE FACTS!"

Matt Davis and James Redeker are the Swiss RE Corporate Solutions insurance agents claims managers. Davis and Redeker see more claim problems on a first round basis than anyone. Before defense counsel is retained, the Claims Adjusters are the first line of defense following an agent's E&O claim. Their real-world E&O claims experience and the problems that agency website and marketing materials cause, brings direct focus and examples of the issues they see that cause the biggest problems when defending the claims.

As claims and lawsuits are made against agencies, they have seen a corresponding increase in plaintiff's lawyers directly quoting the language from agency websites and other marketing. These direct quotations can dramatically increase the agency's standard of care to that of a "special relationship."

They looked at the basic questions agents need to consider BEFORE an E&O claim is made against them:

- ▶ Are there any representations that may create an unrealistic expectation by a customer?
- ▶ Are there promises being made that the agency may not be able to fulfill?
- ▶ Is the agency inadvertently creating a heightened standard of care through its written commitments?
- ▶ Would you want your website statements to be blown up on a poster board as a trial exhibit?

They provided the claims examples using actual language that has been quoted in suits:

- ▶ "We help you identify value, control, transfer and finance risk, at the lowest possible net cost."
- ▶ "We start by taking the time to learn your business. We ask the right questions, to uncover your unique requirements and individual concerns. Then we help you to understand your potential for risk, no matter how elusive it may seem."



- ▶ "We address your need for a comprehensive risk management program and can reduce your overall cost, increasing your profitability and productivity."
- ▶ "We'll produce the most complete plan to safeguard your business and help you reduce the frequency, severity and cost of claims."
- ▶ "We dig into the insurance specs to make sure you include all proper coverages on every job you bid."

"So, what can I say besides name, address and phone number?"

According to Hinge Branding & Marketing, it is expertise, not hype, that today's customers want to see. In its article, "B2B Website Strategy: The Expertise Driven Sale," Hinge notes that today's customers are most interested in:

- ▶ Relevant experience/past performance (35.1%)
- ▶ Team expertise/skills (33.4%)
- ▶ Knowledge of the industry/client business (20.6%)
- ▶ The ability to deliver results (19.6%)
- ▶ Good reputation (16.8%)

Their advice—like the attorneys'—was simple: Stick to the Facts!

The Basic Question

So, what is the basic question that you should ask yourself as you create your marketing presence?

Am I truthful? While we all believe we are truthful, when certain words and phrases are used you are unwittingly being untruthful. The first and easiest example is the word “best.” Many agency websites and other marketing use the word “best” in some form:

“We will find you the best insurance for you.”
“We only work with the best insurance companies.”
“We will find you the best coverage.”
“We have the best people.”
“We can provide the best option.”
“We can provide the best price.”

Each of these statements come directly from agency websites and other social media, and each one of them is unwittingly false. Why?

“Best” is defined in Webster’s as “the most excellent, effective, or desirable type or quality.” But has each of these been qualitatively determined? Has the agency looked at every insurance company, policy, persons or options in the world to find that what they have is, in fact, the “best”?

While the agency may offer what it believes is the “best,” when an error or omission is made, the deposition questions asked by the plaintiff’s (aka former customer) attorney will go something like this:

Plaintiff attorney: So, you say on your website that you will “find the best insurance for you,” isn’t that right?

Agent: Yes, that’s what it says.

Plaintiff’s attorney: But when my client had a loss, the insurance didn’t cover it,

is that right?

Agent: Yes, that’s right.

Plaintiff’s attorney: But we’ve found that there was insurance that would have covered it, isn’t that right?

Agent: Yes, that’s right. But I couldn’t write that coverage through my agency.

Plaintiff’s attorney: So, when you said you would “find the best insurance for you,” you did not find the best insurance for my client, did you?

Agent: No, I didn’t.

Plaintiff’s attorney: So, you lied, isn’t that right?

Agent: Well...

The lesson is that it is virtually impossible to find the “best” of anything, especially when it comes to insurance.

You may in fact be able to find the “best” insurance from the markets you have available to you, but you may or may not know if there are other markets that you do not have access to that may be able to provide better coverage.

You may believe that you are contracted with the “best” companies, but you may not know if there are other companies that are better than your companies. You may believe that you can find the “best” coverage, but you are limited to only those companies you have contracts with or access to, and there may be other companies with better coverages.

While you may believe what you offer is the “best,” unless you have researched each and every item by exhausting ALL known resources available, you are not telling the truth. And a plaintiff’s lawyer will have no problem proving it.

There are numerous other terms that are similarly used with great

frequency and are similarly just as easy to disprove. Some of the more common are “expert(s),” “unique,” “tailored,” “trust,” “trusted,” “perfect,” “reviewed annually,” “most competitive,” “customize(ed),” “most,” “complete,” “peace of mind,” “highest” and “unparalleled.”

The Solution

Do I have to stop using the web for marketing? Does this mean I (you, the agent) need to stop using websites, social media, or whatever platform because I’m going to get myself sued? And the answer is a resounding “NO”! You can still promote yourself and your agency. You can differentiate yourself while simultaneously avoiding terms that elevate your standard of care.

The widely diverse and regarded members of the insurance agents errors and omissions community that participated in this program provided surprisingly simple suggestions and recommendations about how agents can best review their marketing and use those terms that will accomplish that goal:

- ▶ **Know what your website says!**
- ▶ **Sticks and stones may break your bones, but words will get you sued!**
- ▶ **Don’t Overpromise!**
- ▶ **Stick to the Facts!**
- ▶ **Watch the Absolutes!**

Customers respond to who you are better than to what you say you can do (and then not deliver).

Contributors

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Pennington P.A., Tallahassee, FL

Ben Andrews is board certified as a specialist in civil trial law by the Florida Bar, maintaining that distinction since 2003. He is also admitted to practice in the State of Georgia. He practices in the areas of professional malpractice defense with an emphasis on insurance agents and brokers, construction defect litigation, insurance coverage disputes, product liability, and general insurance defense. He has an AV Preeminent® rating from Martindale-Hubbell's peer review rating system, which represents the highest level of professional excellence for ethical standards and legal ability.

Ben received his Bachelor of Science degree in Finance from the University of Florida in 1985. He received his Juris Doctorate from the Florida State University College of Law with honors in 1988. Beginning in 1988, Ben served as a law clerk to Judge Maurice M. Paul, United States District Judge for the Northern District of Florida. Since 1989, Ben has defended many professionals, business owners, individuals, and corporate entities in all types of liability claims in federal and state courts throughout Florida and South Georgia.

Christopher J. Boggs, CPCU, ARM, ALCM, LPCS, AAI, APA, CWCA, CRIS, AINS

Executive Director Risk Management and Education for the Independent Insurance Agents and Brokers of America (Big "I") Virtual University. His current duties involve E&O risk management as well as researching, writing, and teaching property and casualty insurance coverages and concepts to Big "I" members and others in the insurance industry.

During his career, Boggs has authored more than 2,000 insurance and risk management-related articles on a wide range of topics as diverse as Credit Default Swaps, the MCS-90, and enterprise risk management. In addition to this, Boggs has written 15 insurance and risk management books. With more than 30 years in the insurance industry, Boggs is a graduate of Liberty University with a bachelor's degree in Journalism. Boggs' background includes work as a risk management consultant, loss control representative, producer, claims manager, and quality assurance specialist.

Mallory Cornell, MBA

Mallory is the Vice President of the Independent Insurance Agents of Wisconsin. Joining the team in 2017, Mallory actively pursues building agency tools for agents in Wisconsin and across the United States. She views creating operational resources for independent agents as both a passion and privilege. Through innovative new practices,

Mallory identifies key risks and mitigation plans in a tailored fashion to meet the needs of agencies of all sizes.

Mallory enjoys facilitating the E&O Risk Management courses and is an approved auditor for Swiss Re Corporate Solutions. Mallory conducts Operational Improvement Review audits and E&O Website reviews both in-person as well as virtually for agents across the United States. She serves as the staff liaison for the Young Agents at the Independent Insurance Agents of Wisconsin and was recognized in 2020 as the Staff Liaison of the Year.

Mallory holds a Master's degree in Business Administration from the University of Wisconsin-Whitewater. Prior to joining IIAW, she worked for seven years within the global risk management space at Kimberly-Clark Corporation in Neenah, WI.

Matthew Davis, J.D.

Based in Kansas City, Matt has 30 years of experience working in and for the insurance industry. He joined Swiss Re in 2004, where he has focused his attention on professional liability claims involving both insurance agents and lawyers throughout the United States and Canada. Matt leads the US and Canada Agents Claims Team. Prior to joining Swiss Re, Matt spent ten years with a Kansas City litigation firm handling insurance defense, product liability and coverage matters, followed by three years as 'captivate counsel' defending a wide array of CIGNA property & casualty insureds. He also worked in academia for a period of time, serving as Assistant Dean of the University of Missouri – Kansas City School of Law for seven years. Matt earned a B.A. in Economics/English from the University of Kansas and a J.D. from the University of Texas.

Tim Dodge, AU, ARM, CPCU

Assistant Vice President of Research and Information for Big I New York, headquartered in Dewitt, New York. Tim is responsible for answering members' questions about insurance technical, legal, regulatory, and legislative matters, and for communications with the media. He also writes for and maintains sections of Big I New York's website; writes a blog about insurance technical matters; hosted an award-winning video podcast; and teaches continuing education classes. Since 2008, he has served on national committees that work with ISO to improve coverage forms, including the Big I's Technical Affairs Committee and the Mid-America Insurance Conference. He previously worked as a commercial lines underwriter and underwriting trainer for CNA Insurance in Syracuse. He is a graduate of the State University of New York College at Brockport and received the Chartered

Property Casualty Underwriter designation in 1998. He has held his current position with Big I New York since 2002.

Jeremiah Gudding, CIC

Jeremiah is a tenured insurance professional with more than 18 years of experience. He has worked in the areas of sales, underwriting and claims for a fortune 100 insurance company. Jeremiah has also served as the Marketing Director for an industry trade association and as a sales and leadership coach for a national insurance consulting firm.

Beyond his position as the President of Commercial Insurance for Arbor Bank, Jeremiah is a student of the insurance industry and holds the CIC designation. He actively consults on industry trends and InsurTech advances that impact property and casualty agents.

Jeremiah is a graduate of Kansas State University and holds a Bachelor of Arts Degree in Public Relations.

Outside of insurance, he is a competitive bass fisherman, avid outdoorsman, mountain biker, motorcyclist and skier.

Angelynn Heavener, CIC, CPIA

Angie Heavener began her insurance career in 1971 joining her family's agency. She held numerous positions in the agency consisting of CSR, producer, and eventually agency owner. In 1993, she sold her agency to join the staff of the Professional Independent Insurance Agents of Illinois. She began as assistant vice president of Marketing/Instructor and was shortly promoted to vice-president of Education. She is currently the principal of Insurance Training Plus, Inc., a professional training and consulting firm focused on education and agency operations, that she began in 2002.

Angie served as education chairperson for the IIAI and PIIAI, as well as a committee member for the IIABA education committee. Angie teaches numerous property and casualty education seminars throughout the country and is a frequent speaker at state conventions. Angie also teaches sales, service and operations programs. She is a national faculty member of the Society of Certified Insurance Counselors.

Angie is an approved auditor for a number of E&O carriers and conducts internal Errors and Omissions audits on agencies throughout the country. She also consults with agencies on developing procedures, workflows and sales centers. Angie co-authored a book on Errors and Omissions audits and writes articles for various state insurance association magazines.

Contributors

Richard Lund, J.D.

Richard Lund is a Senior Underwriter in the Independent Insurance Agents Errors and Omissions Program (IIP) of Swiss Re. He has been with Swiss Re and its predecessors since 1992, where he started as claims counsel in the IIP. He is responsible for underwriting E&O business in Iowa, Tennessee and Texas. In addition to his underwriting duties, Richard is the E&O Risk Management Coordinator and oversees loss control and risk management for the IIP. He works closely with the Independent Insurance Agents and Brokers Association (IIABA) both nationally and with the individual state IIABA associations to develop, implement and promote ongoing risk management efforts for independent insurance agents. He has also authored numerous insurance agents E&O articles and presented loss control and risk management seminars, webinars and podcasts across the United States.

Richard was a trial attorney in Independence, Missouri practicing primarily in areas involving insurance law. He received his Juris Doctorate from the University of Missouri-Kansas City, where he also received his bachelor's degree in business administration.

Robert Norberg, AAI, ACSR

Joining Arden Insurance in 1999, after a successful career in retail department store management, Robert was quickly recognized as the local insurance nerd and advocate for the Independent Agency system. Tireless in his efforts to promote the value of Independent Agents, Robert freely shares his industry knowledge, positive perspective and leadership with clients, colleagues and the public. Appearing on numerous TV news stories, speaking at events, assisting teaching with FAIA classes, webinars, YouTube Videos and other local CE classes are a few of Robert's work pastimes. Robert has also provided Expert Witness testimony for E & O court cases.

Robert received his B.S. Business Administration from The University of Florida and holds licenses to sell Property & Casualty, Life Health Annuities, Real Estate and Notary Public. He currently holds designations from the Insurance Institute of America: Accredited Advisor of Insurance (AAI), Accredited Customer Service Representative (ACSR) for personal and commercial insurance.

E. Stuart Powell, MA, CPCU, CIC, CLU, ChFC, ARM, AMIM, AAI, ARE, CRIS

Semi-retired independent insurance and risk management consultant. Stuart spent 22 years as a practicing independent agent and 23 years working with the Independent Insurance Agents of North Carolina, Inc. (IIANC) While at IIANC, Stuart served at the Director of Education, Director of Special Projects, Vice President of Insurance Operations and Technical Affairs, and Interim CEO. As VP of Insurance Operations, he supervised the brokerage of all the insurance coverages purchased by the State of North Carolina except for the State employees' health plan. Stuart retired from IIANC in 2016 and spent a year as an Executive in Residence in the Walker College of Business at Appalachian State University teaching upper-level insurance and risk management courses to Finance, Banking and Insurance students. Since leaving App State, Stuart is continuing to consult with IIANC and provides expert witness services.

Jim Redeker, J.D.

James Redeker is a Vice President and Claims Manager at Swiss Re Corporate Solutions in Kansas City, MO, with 22 years of experience working in and for the insurance industry. Jim graduated from Washburn University School of Law with honors, while earning a Juris Doctorate and went on to practice insurance defense law in Kansas and Missouri before joining ERC/SwissRe in 2002. He worked for 13 years in the US Agents E&O book, first as a claim specialist and then as a claim consultant. For the last 4+ years Jim has been one of two team leaders, whose teams handle US Agents E&O claims in all 50 states. In 2020, Jim also became the team leader for the Lawyers E&O book.

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Aaron focuses his litigation practice on professional liability, insurance coverage, and complex general liability matters. He is a litigator and has experience handling all facets of civil litigation in both state court and federal court, as well as appeals in Minnesota State Courts and the Eighth Circuit Court of Appeals. Aaron graduated from the University of Minnesota Law School in 2003 and University of Minnesota, B.S., 1999, and was Law Clerk, Honorable Gary Larson, Hennepin County State Court District Court Judge.

In his insurance coverage practice, Aaron works closely with claims representatives and managers at leading insurance

companies, representing them on coverage issues including, commercial tort liability, complex general liability, construction defect litigation, cyber liability, director and officer liability, employment litigation, liquor/dram shop liability, premises liability, products liability, sexual harassment/sexual abuse litigation and subrogation litigation.

Aaron is active within the insurance industry on multiple levels and he continually monitors changes and new developments in insurance coverage litigation. He shares this knowledge through training and writing about how professionals may prevent claims; speaking about developments in key insurance industry issues; and working with state and national trade organizations.

Questions? Contact the Big "I" Professional Liability Risk Management team at eo@iiaba.net.

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