



**Bonny S. Garcha** is Special Counsel whose national practice focuses on insurance coverage, coverage litigation and reinsurance arbitration and litigation. She has represented insurers and reinsurers in matters involving large multi-national corporations on a variety of complex insurance and reinsurance issues, including claims related to asbestos, pollution, toxic tort, bodily injury, property damage, personal and advertising injury, professional liability, managed care liability, and liquor liability. Bonny also has vast experience representing insurers in connection with complex construction defect litigation in various states throughout the country.

In addition to her significant coverage experience, Bonny also has extensive experience representing reinsurers in arbitration and litigation. She has represented a multitude of reinsurers and has litigated a variety of reinsurance issues pertaining to follow-the-fortunes, follow-the-settlement, extra-contractual and ex gratia liability, the "Bellefonte" cap, and various other issues. She has also been involved in multiple reinsurance arbitrations from the umpire selection process through the arbitration hearing, including acting as second chair in an arbitration on behalf of a major national reinsurer.

## PUBLICATIONS

"Significant Reinsurance Cases of 2003" – Published in *Mealey's Litigation Report: Reinsurance*, April 2004 (co-author)

"Significant Reinsurance Cases of 2004" – Published in *Mealey's Litigation Report: Reinsurance*, April 2005 (co-author)

"Significant Reinsurance Cases of 2005" – Published in *Mealey's Litigation Report: Reinsurance*, April 2006 (co-author)

## REPRESENTATIVE MATTERS

**BITCO General Insurance Corp. v. EXP US Services, Inc., et al.**, 2016 CH 15119 (Ill. Cir. Ct. 2017). Insurer obtained summary judgment finding no duty to defend an additional insured, as well as recoupment of defense costs paid, on basis that another insurer owed the primary defense obligation.

**BITCO General Insurance Corp. v. The Hinrichs Group, Inc., et al.**, 13-MR-164 (Ill. Cir. Ct. 2016). Insurer obtained summary judgment, a finding of no duty to defend or indemnify, and recoupment of all defense costs incurred in defending, based upon property damage exclusions j, l, and m applied to underlying claims involving construction defects.

**Confidential Reinsurance Arbitration**, 2014. Represented reinsurer in dispute regarding reinsured's allocation of underlying environmental losses to reinsurance contracts.

**Bituminous Casualty Corp. v. RTG-Crescent Station, et al.**, 2010 MR 000935 (Ill. Cir. Ct. 2013). Insurer obtained summary judgment finding no duty to defend or indemnify alleged additional insureds because certain requirements of the insurance policy were not satisfied.

**Pacific Employers Insurance Co. v. GLOBAL Reinsurance Corp. of America**, 2010 WL 1659760

## Contact Information

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## Practice Areas

- Arbitration
- Commercial General Liability
- Coverage Litigation
- Reinsurance

## Education

- Loyola University Chicago School of Law, J.D., 1999
- University of Illinois, B.A. Economics, 1996

## Memberships

- American Bar Association

## Admissions

- Illinois
- U.S. District Court for the Northern District of Illinois

(E.D. Pa. April 23, 2010), *reconsideration denied*, 2010 WL 2376131. Judgment on the pleadings in favor of reinsurer; follow the fortunes doctrine did not require the reinsurer to pay expenses in addition to the limits of liability on the facultative certificates.

***UnitedHealth Group, Inc. v. Columbia Casualty Co.***, 05-1289 (D. Minn.). Represented insurer in disputing UnitedHealth Group's insurance claim to recoup \$450 million that UnitedHealth paid to reimburse its subscribers' medical bills which had allegedly been systematically underpaid by UnitedHealth.

## **PRESENTATIONS**

ARIAS – U.S., Intensive Arbitrator Training Workshop, Chicago, IL (2009)