



Jason P. Minkin is a partner who serves as coverage and litigation counsel to domestic and international insurers and reinsurers.

Jason represents insurers in matters involving professional liability coverage, including D&O, E&O, Healthcare, and EPL coverage. He regularly counsels insurers in matters involving securities fraud, shareholder derivative liability, insurance broker liability, investment adviser liability, and employment practices liability. He also handles a wide range of managed care and healthcare matters involving GL, D&O, E&O, EPL, Fiduciary and Cyber exposures arising from healthcare providers and facilities, as well as other general liability matters.

Jason represents insurers and reinsurers in disputes in state and federal courts across the country and regularly participates in domestic and international arbitrations. He also advises insurers on claims handling practices, underwriting, policy drafting, new product development, and topical issues concerning the insurance community.

Jason has also represented clients in numerous maritime liability matters and has published extensively on topical marine insurance and maritime liability issues, including the enforcement of foreign arbitration clauses in Protection & Indemnity Club Rules, the scope of available damages under the Jones Act and the general maritime law, the nature and scope of Maintenance and Cure obligations, and the contractual right to an examination under oath in marine property damage investigations and the protections afforded to the policyholder under the Federal Rules of Civil Procedure. Jason received his LL.M. in Admiralty from Tulane Law School. He is a member of the Maritime Law Association of the United States, where he serves on the Marine Insurance and General Average Committee.

REPRESENTATIVE MATTERS

Evanston Insurance Company v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 19-CV-4193 (N.D. Ill.)

Represent U.S. marine insurer in declaratory judgment action seeking a finding of no coverage under protection and indemnity insurance policy.

RLI Insurance Company v. Acclaim Resource Partners, LLC, Case No. 17-MR-710 (Ill. Cir. Ct.)

Represented U.S. insurer in declaratory judgment action seeking a finding of no coverage under primary professional liability insurance policy.

AXIS Surplus Ins. Co. v. Geringer, Case No. 14-cv-00244 (D. Utah) Represented U.S. insurer in interpleader action over competing claims for amounts in excess of Side A D&O policy limits.

Troy Lillie v. Stanford Trust Company, Case No. 13-3127 (N.D. Tex.) Defended Bermudian excess E&O insurer in direct action lawsuit

YRC Worldwide, Inc. v. XL Insurance (Bermuda) Ltd., Case No. 11-cv-2534 (D. Kan.) Defended Bermudian insurer in a declaratory judgment and breach of contract action seeking coverage under an EPL policy.

Allied World National Assurance Company v. James A. Knight, Case No. 09 CH 27403 (Ill. Cir. Ct.) Filed declaratory judgment action on behalf of U.S. insurer seeking a finding of no

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Practice Areas

- Admiralty & Maritime
- Bad Faith
- Bermuda Forms
- Commercial General Liability
- Counseling and Risk Management
- First-Party Property
- Healthcare Insurance and Reinsurance
- Professional Liability
- Reinsurance

Education

- Tulane Law School LL.M. Admiralty, 1999
- DePaul College of Law, J.D. 1998
- University of Minnesota, B.A. Sociology 1994

Memberships

- AIDA Reinsurance and Insurance Arbitration Society
- Professional Liability Underwriting Society
- The Maritime Law Association of the United States (Marine Insurance and General Average, Committee Member)
- London Shipping Law Centre - Young Maritime Professionals
- Young Shipping Professionals of New York
- Chicago Ocean Marine Association

coverage under primary D&O policy.

TOUSA, Inc. v. Federal Ins. Co., 09-02281 (S.D. Fla.) Defended Bermudian insurer in declaratory judgment action seeking coverage under Side A D&O policy.

Frank Andrew Dunn v. Chubb Insurance Company of Canada, Case No. 5043/06 (Ontario Super. Ct.) Defended Bermudian and U.S. insurers in declaratory judgment action seeking coverage under D&O policies.

PUBLICATIONS

"Medicare and Medicaid Billing Errors Do Not Involve Professional Services Under Healthcare Professional Liability Policies," BatesCarey LLP News (February 13, 2023)

"Marine Insurance Policy Does Not Insure Losses During the COVID-19 Pandemic," BatesCarey LLP News (February 3, 2023)

"Court Rejects Maritime Insurer's Late Notice Defense," BatesCarey LLP News (October 25, 2022)

"Washington Supreme Court Allows Recovery of Extraordinary Damages for 'Negligent Reproductive Healthcare'," BatesCarey LLP News (September 21, 2022)

"Forum State Public Policy to be Considered in Maritime Choice of Law Dispute," BatesCarey LLP News (September 12, 2022)

"No Coverage for Engine Failure under All-Risk Marine Policy," BatesCarey LLP News (June 22, 2022)

"U.S. Ninth Circuit Reverses Cases Enforcing Maritime Statute's Time Bar," BatesCarey LLP News (May 23, 2022)

"Court Enforces International Arbitration Provision in Marine Insurance Policy," BatesCarey LLP News (April 7, 2022)

"Court Enforces Primary-Residence Exclusion in Boat and Personal Watercraft Policy," BatesCarey LLP News (February 2, 2022)

"Counterclaim in Admiralty Case Does Not Create Right to Jury Trial," BatesCarey LLP News (December 22, 2021)

"Fifth Circuit Overturns Precedent Deeming Maritime Statute's Time Bar Jurisdictional," BatesCarey LLP News (December 10, 2021)

"Court Enforces Exclusions to Marine Liability Policy," BatesCarey LLP News, as appearing in Insurance Marine News (December 19, 2019)

"On The Sea, But Not A Seaman," BatesCarey LLP News, as appearing in Insurance Marine News (February 25, 2019)

"Not Your Typical Hair Loss: No Coverage for Theft of Hair Weaves," The Maritime Advocate (August 23, 2018)

"Disputed Facts Preclude Summary Judgment on The Oregon Rule," The Maritime Advocate (March 6, 2018)

"Federal Court Enforces Arbitration Clause in Maritime Insurance Policy, Rejecting Reverse Preemption Claim," Kluwer Arbitration Blog (February 8, 2018)

"No Cover under Liner Negligence Clause Where Vessel's Sinking Caused by Lack of Due Diligence," The Maritime Advocate (January 22, 2018)

"Wrongful Birth Survey of Reported Verdicts and Settlements," DRI's *The Voice* (December 2017)

"Procuring a Policy of Insurance," The Maritime Advocate (November 29, 2017)

"No Coverage for Boating Accident Due to Breach of Operator Warranty," The Maritime Advocate (November 16, 2017)

"Signal Case Turned Down," The Maritime Advocate (November 7, 2017)

"Direct Actions Against Insurers and U.S. Limitation of Liability," The Maritime Advocate

Admissions

- Illinois
- U.S. District Court for the Northern and Southern Districts of Illinois

(October 31, 2017)

"Recent Developments in Architects and Engineers Claims," DRI's The Critical Path Construction Law Newsletter (October 26, 2017)

"The Insurance Implications of Navigation Limits," SuperyachtNews (October 11, 2017)

"Federal Court Enforces Diveboat Limitation Exclusion in Scuba Diving Death Claim," The Maritime Advocate (October 4, 2017)

"Understanding the Jones Act and Its Application to Injured Maritime Workers," Marine Insight (September 11, 2017)

"Federal Court Enforces Foreign Arbitral Award Resolving Jones Act Seaman's Personal Injury Claim," Kluwer Arbitration Blog (August 15, 2017)

"Tug's H&M Insurer Must Reimburse P&I Club's Defense Payment in Bridge Allision," The Maritime Advocate (August 3, 2017)

"Federal Court Upholds P&I Club's Coverage Determination as Valid, Binding ADR Decision," Kluwer Arbitration Blog (July 31, 2017)

"Known Loss Doctrine Precludes Insurance for Hijacked Cargo Shipment," The Maritime Advocate (July 18, 2017)

"Navigating Maritime Liens: Protections Afforded To The Vessel Owner," Marine Insight (July 14, 2017)

"Recent 'Wrongful Birth' Decisions Turn on the Health of the Child," DRI's *The Voice* (July 12, 2017)

"Court Finds Issues of Fact With Regard to Claim of Late Notice Under Bumbershoot Policy," The Maritime Advocate (July 10, 2017)

"Guam Federal Court Shows Deference to International Arbitration Agreement in P&I Club Rules," Tulane Maritime Law Journal (June 10, 2017)

"The Duty of Procuring a Superyacht's Insurance Policy," SuperyachtNews (May 30, 2017)

"US Withdraws Plans To Tighten Jones Act Coastal Shipping Rules," The Maritime Advocate (May 25, 2017)

"P&I Insurer's Consent to U.S. Jurisdiction in Service of Suit Clause Does Not Override Contractual Right to Arbitrate," Kluwer Arbitration Blog (May 12, 2017)

"Cruise Lines Could Face Wrongful Death Damages Under New Legislation," Marine Insight (May 9, 2017)

"Professional Liability Roundup: Recent Cases Involving Attorneys and Brokers and Other Professionals" (May 2016)

"Examinations Under Oath Need Not Comply with Federal Rules of Civil Procedure," MLA Committee on Marine Insurance and General Average Newsletter (Spring 2017)

"U.S. Federal Courts' Broad Jurisdiction Under the New York Convention," Kluwer Arbitration Blog (April 5, 2017)

"Professional Liability Roundup: Recent Cases Addressing Attorneys, Brokers and Other E&O Issues" (April 2016)

"Professional Liability Round Up" (January 2015)

"Recent Developments In Architects and Engineers Claims" (August 2014)

"The 2013 Captive Quandary and The Duty of Utmost Good Faith," 23 Mealey's Litigation Report: Reinsurance, No. 24 (April 19, 2013)

"An Examination of Coverage Disputes Involving Restitution and/or Disgorgement in Light of *Pan Pacific v. Gulf*," Mealey's Emerging Insurance Disputes, Vol. 12, No. 1 (January 10, 2007)

"The Role of the Reinsurance Intermediary: Duties and Liabilities," Coverage Journal, Vol. 13, No. 2 (March/April 2003)

"A Seaman's Right to Recover Maintenance and Cure for Purely Emotional Injuries, *West v. Midland Enterprises, Inc.*," 13 *University of San Francisco Maritime Law Journal* 101 (Spring 2002)

"Maintenance and Shoreside Seamen: A Proposed Solution to Double Recovery During Convalescence," 12 *University of San Francisco Maritime Law Journal* 91 (Spring 2000)

"A Seaman's Right to Recover Damages under the Jones Act and General Maritime Law for Purely Emotional Injuries Resulting from the Intentional Infliction of Emotional Distress," 23 *Tulane Maritime Law Journal* 507 (Spring 1999)

"United States Supreme Court Denies Survival Action Under General Maritime Law: *Dooley v. Korean Air Lines, Co., Ltd.*," 23 *Tulane Maritime Law Journal* 229 (Winter 1998)

"When Should Seaman Maintenance and Cure Benefits Terminate?" 1 *DePaul Journal of Health Care Law* 323 (Winter 1996)