



Mark G. Sheridan is a partner with diverse experience in many areas of litigation, with particular knowledge of reinsurance and insurance coverage disputes. He has successfully argued matters in the Supreme Courts of Illinois and New Hampshire, as well as lower state and federal courts in California, Colorado, Delaware, Florida, New York, Pennsylvania, and Texas.

Mark has received many professional awards, including recognition by Who's Who Legal, Best Lawyers, Super Lawyers and Leading Lawyers, which recognizes the top 5% of insurance counsel. Since 2020, he has been recognized by Chambers USA for his deep experience as reinsurance coverage counsel. Chambers lauded him for his ability to bring "superlative knowledge of reinsurance contract terms to the table, resulting in compelling arguments as to key coverage aspects of the case."

Mark is lauded for his successful track record of representing insurance and reinsurance companies in litigation and arbitrations for more than 30 years. He has arbitrated and litigated numerous reinsurance disputes under both treaties and facultative certificates, and he regularly advises ceding companies and reinsurers on their rights and obligations under a wide variety of reinsurance contracts. Mark has also successfully represented insurance companies in numerous complex insurance coverage disputes involving underlying claims of environmental property damage, construction defects, personal injury and advertising injury claims, and various toxic torts, including breast implants and asbestos.

REPRESENTATIVE MATTERS

Confidential Reinsurance Arbitration, 2021. Reinsurer's liability limited only to claims first made in claims-made policy periods.

Confidential Reinsurance Arbitration, 2020. Reinsurer not liable for pre-judgment interest in excess of the limits of the reinsurance certificate.

Allstate Insurance Co. v. Amerisure Mutual Ins. Co., 1:19-cv-04341 (N.D. Ill. 2020), EFC1-8. Arbitration panel ruled in reinsurers' favor that cedent could not bill expenses in addition to limits.

Westport Ins. Corp. v. California Casualty Management Co., 916 F.3d 769, 2019 WL 692668 (9th Cir.) On behalf of school district's insurer, Westport Insurance Corporation, successfully recovered over \$3.3 million from the excess insurer of three school administrators that had refused to participate in Westport's settlement of molestation claims. The U.S. Court of the Appeals for the Ninth Circuit upheld the District Court's summary judgment in favor of Westport, and concluded that a California statute does not bar the insurer of a school district from seeking recovery from the insurer of public employees and that the non-settling insurer could not challenge Westport's allocation of the settlement between the various victims and policy years.

Confidential Reinsurance Arbitration, 2017. Reinsurers not liable for any portion of cedent's billing based on aggregation of asbestos bodily injury losses.

Contact Information

Email: msheridan@batescarey.com
Office: (312) 762-3152

Practice Areas

- Appellate and Trial Triage
- Commercial General Liability
- Reinsurance

Education

- Loyola University of Chicago School of Law, J.D. 1991
- University of Notre Dame, B.A. History 1987

Memberships

- ARIAS-U.S.
- DRI

Admissions

- Illinois
- U.S. Court of Appeals for the 3rd, 7th, and 9th Circuits
- U.S. District Court for the Northern District of Illinois, the Northern District of Indiana, and the District of New Hampshire

Pacific Employers Insurance Co. v. GLOBAL Reinsurance Corp. of America, 2010 WL 1659760 (E.D. Pa. April 23, 2010), *reconsideration denied*, 2010 WL 2376131 Judgment on the pleadings for reinsurer; follow the fortunes doctrine did not require the reinsurer to pay expenses in addition to the limits of liability on the facultative certificates.

EnergyNorth Natural Gas Co. v. Certain Underwriters at Lloyd's, London, 934 A.2d 517 (N.H. 2007) In a matter of first impression, the New Hampshire Supreme Court unanimously adopted *pro rata* allocation for long-term environmental pollution claims.

Travelers Casualty & Surety Co. v. Gerling Global Reinsurance Corp. of America, 419 F.3d 181 (2d Cir. 2005) Cedent's post-settlement allocation of loss is controlled by the follow the fortunes doctrine.

Employers Insurance Co. of Wausau v. American Re-Insurance Co., 256 F. Supp. 923 (W.D. Wis. 2003) Cedent's declaratory judgment costs covered by facultative reinsurance certificates.

Guess, Inc. v. Zurich-American Insurance Co., No. 02C86420 (Cal. Super. 2001) Summary judgment granted for a general liability insurer, holding that the false imprisonment component of the "personal injury" coverage did not create a duty to defend a clothing manufacturer against claims brought by Vietnamese immigrants who alleged they were held in slave labor camps in central Los Angeles.

Travelers Casualty & Surety Co. v. Certain Underwriters at Lloyd's of London, 760 N.E.2d 319 (N.Y. 2001) Amicus brief for Reinsurance Association of America; court held that follow the fortunes doctrine does not apply to the interpretation of the reinsurance contract.

Hills v. Bridgeview Little League Association, 745 N.E.2d 1166 (Ill. 2000) In a matter of first impression involving the premises liability of a Little League baseball team, Illinois Supreme Court reversed judgment against the team.

PRESENTATIONS

American Bar Association's Tort Trial & Insurance Practice Section Mid-Year Program, Major Claim Trends – From the Reinsurer's Perspective, Baltimore (April 2022)

ARIAS – U.S., Res Judicata and Collateral Estoppel in Arbitrations, New York (Nov. 2013)

Chicago Bar Association, Reinsurance Wars Revisited, Chicago (April 2009)

ARIAS – U.S., Intensive Arbitrator Training Workshop, Tarrytown, N.Y. (March 2008)

DRI Conference, Allocation Among Multiple Insurers and Reinsurance Explained, Chicago (October 2007)

DRI Conference, Hot Topics In Reinsurance, Chicago (May 2006)

PUBLICATIONS

"Coverage Issues Raised by E-Mail and the Internet," Commercial and Professional Liability Insurance (IICLE 2002)

"Environmental Coverage: Law and Litigation," Liability Insurance (IICLE 1996, 1998 Supp.)