



Matthew P. Fortin has spent his career investigating, litigating, and advising clients in first-party property insurance matters ranging from arson, vandalism, and water damage claims under homeowners policies, to hail and wind damage to 50+ building condominium associations, underground cave collapses, specialized industrial risks complicated by patented third-party technologies, and catastrophe claims arising out of Hurricanes Frances, Charley, Jeanne, and Wilma in Florida, the Brisbane floods and Cyclone Yasi in North Queensland, Australia, and the Canterbury earthquakes in New Zealand.

Matthew has extensive experience litigating and advising domestic insurers on current and emerging issues in first-party property law, such as whether causation and related disputes are subject to appraisal, insurers' obligations to "match" damaged and undamaged property when existing building components are no longer commercially available, and interpretation and application of ISO's new definition of "collapse" included as an additional coverage in many policies. While Matthew often litigates these issues, he also assists clients in managing these uncertainties through best practices, creative loss payment solutions, and strategic risk management.

In doing so, Matthew brings a unique perspective from having previously represented policyholders in first-party insurance disputes. The ability to see these issues from both sides has allowed Matthew to better serve his clients' interests, knowing they are represented by someone who has sat on the other side of the table with the insight needed to provide the most efficient and optimal outcome.

REPRESENTATIVE MATTERS

Coventry's Deli v. State Auto Prop. & Cas. Ins. Co., 2022 WL 4537980 (S.D. Ohio) (Sept. 28, 2022) (Dismissal of a putative class action for insurer client over plaintiffs' allegations that presence of COVID-19 on their properties caused structural alterations that required repairs.)

University Management, Inc. v. State Auto Property & Casualty Ins. Co., Case No. 20-CV-00138 (Mar. 15, 2022) (Granting insurer's motion for summary judgment on absence of coverage under food-borne illness endorsement.)

Westchester Surplus Lines Insurance Co. v. Interstate Underground Warehouse & Storage, Inc., 946 F.3d 1008 (8th Cir. Jan. 3, 2020) (Affirming summary judgment for client, Westchester, in declaratory judgment and breach of contract action arising out of series of collapses of limestone ceiling in underground storage facility, finding that decay of geological layer overlying limestone ceiling of cave did not constitute "building decay" for purposes of policy's additional coverage for collapse), affirming 2017 WL 2313288 (W.D. Mo. May 18, 2017)

Lammert v. National Surety Corp., 2019 WL 698121 (E.D. Mo. Feb. 20, 2019) (Granting motion to dismiss client, Chubb, in breach of contract action arising out of flood damage under homeowner's insurance policy on ground that Chubb, which serviced claims arising under National Surety's Corporation's policies, was not party to the contract)

Breckenridge Apartment Homes, LLC v. Greater New York Mutual Insurance Co., Case No. 16-cv-50115 (N.D. Ill. Feb. 19, 2019), ECF No. 87, 91 (Finding that insured's seven-month

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Practice Areas

- Appellate and Trial Triage
- Bad Faith
- Coverage Litigation
- First-Party Property

Education

- Loyola University Chicago School of Law, J.D. 2008, *cum laude*
- University of Richmond, B.A. 2005, *cum laude*

Memberships

- ABA TIPS Property Insurance Law Committee
Committee Vice-Chair,
2015-Present
Co-Chair of 2017 Spring Meeting

Admissions

- Illinois
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Eleventh Circuit

delay in notifying client, Greater New York, of hail damage breached prompt notice provision of commercial property insurance policy as a matter of law with respect to insured's claim for damage to non-roof components of apartment complex)

Kabbe Enterprises, Inc. v. Travelers Indemnity Co., 2018 WL 1469002 (N.D. Ill. Mar. 26, 2018) (Granting summary judgment for client, Travelers, in breach of contract action arising out of alleged storm damage to commercial property on ground that insured failed to file suit within applicable limitation period set forth in policy)

AMI Stamping, LLC v. ACE American Insurance Co., 709 Fed. App'x 354 (6th Cir. Oct. 5, 2017) (Affirming summary judgment for client, ACE, finding that commercial property insurance policy was properly rescinded due to insured's grossly inaccurate description of business personal property's replacement cost value in application for insurance), affirming 2016 WL 4493673 (E.D. Mich. Aug. 26, 2016)

Breckenridge Apartment Homes, LLC v. Greater New York Mutual Insurance Co., Case No. 16-cv-50115 (N.D. Ill. Oct. 31, 2016), ECF No. 31 (Denying insured's motion to dismiss counterclaim for declaratory judgment arising out of insured's demand for appraisal of claim for hail damage to apartment complex, agreeing with client, Greater New York, that under Illinois law appraisal provision of commercial property insurance policy did not apply to disputes over causation and coverage)

MGN Logistics, Inc. v. Travelers Property Casualty Co. of America, 2017 WL 3780280 (N.D. Ill. Aug. 31, 2017) (Granting summary judgment for client, Travelers, in breach of contract action arising out of theft of cargo while in transit, finding that Travelers' liability under contingent cargo coverage was limited by special theft warranty endorsement in freight carrier's insurance policy)

ABC Carwash v. Travelers Casualty Insurance Co. of America, 2016 WL 4036753 (N.D. Ill. July 28, 2016) (Granting summary judgment for client, Travelers, on ground that individual proprietor of named insured lacked standing to sue on its behalf)

Ingenco Holdings, LLC v. ACE American Insurance Co., 2016 WL 4051504 (W.D. Wash. Feb. 17, 2016) (Granting summary judgment for client, ACE, finding that incoming gas that led to failure of diffuser basket was not an external cause, that damage caused by failed diffuser basket was excluded by defective design and manufacture exclusion and was not covered as an ensuing loss)

Weyers v. Travelers Personal Insurance Co., 2015 WL 8330254 (N.D. Ill. Dec. 8, 2015) (Granting summary judgment for client, Travelers, in breach of contract action under homeowner's insurance policy due to insured's failure to file suit within time allowed by contractual limitation provision)

Omega Demolition Corp. v. Travelers Property Casualty Co. of America, 2015 WL 3857341 (N.D. Ill. June 19, 2015) (Granting summary judgment for client, Travelers, in breach of contract action under commercial property insurance policy due to insured's failure to file suit within time allowed by contractual limitation provision)

Performing Arts Community Improvement District v. ACE American Insurance Co., 2015 WL 3491292 (W.D. Mo. June 3, 2015) (Granting summary judgment for client, ACE, finding that failure of retaining wall was excluded pursuant to design error exclusion and rejecting argument that wall failure was a covered ensuing loss caused by lateral pressure)

Siemens Energy, Inc. v. Nat'l Union Fire Insurance Co. of Pittsburgh, PA, 2014 WL 2531577 (Tex. App. – Houston [14th Dist.] June 3, 2014, pet. denied) (Affirming denial of insured's motion to dismiss, finding that client, National Union, complied with certificate of merit requirement pursuant to Section 150.002 of Texas Civil Practice and Remedies Code)

Nat'l Union Fire Insurance Co. of Pittsburgh, PA v. Siemens Energy, Inc., 2013 WL 3323182 (S.D. Tex. July 1, 2013) (Granting client, National Union's, motion to remand, finding that citizenship of each member of subscribing Lloyd's syndicate mattered for purposes of diversity jurisdiction)

PRESENTATIONS

"Investigation, Coverage and Strategy Considerations for Arson Losses," Hot Topics in Insurance Claims Evaluation (Lombard, Illinois, March 9, 2018)

"Strategies For Using Summary Judgment In Property Insurance Coverage Litigation," ABA TIPS Property Insurance Law Committee 2015 Annual Spring Meeting (San Antonio, Texas, May 7-9, 2015)

PUBLICATIONS

"Do Labor Costs Count in Insurance Claims?" Bloomberg Tax (October 7, 2020)

"Recent Rulings Expose Flaws in COVID-19 Business Interruption Claims," BatesCarey (September 3, 2020)

"Recovering Pre-Award Interest on Appraisal Awards in Minnesota," Law360 (October 26, 2017)

Co-Author, "Recent Developments in Property Insurance Coverage Litigation," Tort Trial & Ins. Prac. L.J. (2016, 2017, 2018)

"The 'Loss Payment' Provision Is Not An Opt-Out From Prejudgment Interest," TIPS Property Insurance Law Committee Newsletter (Spring 2012)

"Prejudgment Interest: Compensating Insureds for the Time-Value of Insurance Proceeds" (Five Part Series), Florida Association of Public Insurance Adjusters (September – December 2011)