



**Robert J. Bates, Jr.** is a founding partner of BatesCarey LLP and a member of the management committee. His practice focuses on litigating cases in the areas of insurance coverage and reinsurance. He also has tried cases in such diverse areas as antitrust, eminent domain, medical malpractice and stock valuation. He represents numerous national and international insurance and reinsurance companies in direct insurance coverage and reinsurance disputes.

Bob has been the lead trial lawyer in several major insurance coverage actions, and has testified in London as an expert in Illinois insurance law. He has also tried numerous reinsurance arbitrations to final award.

Bob is widely regarded as one of the preeminent insurance and reinsurance lawyers in the country. He has received numerous industry and peer recognitions, including being ranked as one of only a handful of North American Global Elite "Thought Leaders" by the London-based publishing group, Who's Who Legal in 2017- 2022. He was commended, in particular, for being "a great trial lawyer" who "really knows his way around reinsurance matters."

Bob has also consistently been recognized among America's leading lawyers by Chambers USA (2004-2021), in which he was described as "one of the deans of the insurer side Bar in Chicago." Chambers lauded Bob for being "very hard-working, willing to dig into details and a very good advocate" with "considerable expertise in handling insurance disputes, frequently acting for both insurers and reinsurers across a range of complex matters."

Bob's accolades include being listed in: The Best Lawyers in America (2006-2022); The International Who's Who of Insurance & Reinsurance Lawyers (2003- 2022) Illinois Super Lawyers (2005-2022); Top 100 Lawyers in Illinois (2007-2009); Leading Lawyers (2014-2021); and Insurance and Reinsurance Expert Guides (2014-2022).

## PUBLICATIONS

"Coronavirus and Business Interruption Claims" BatesCarey (March 19, 2020)

"The Pollution Exclusion in Illinois," co-authored with Arthur F. Brandt, Commercial and Professional Liability Insurance, Illinois Institute for Continuing Legal Education (2002), 2008 Supplement, 2010 Supplement, 2012

"Discovery Issues In Reinsurance Disputes," November 2006 ARIAS meeting

"Year 2000 Insurance Recovery, the 'Sue and Labor' Clause And Similar Preservation Provisions," 1 Mealey's Year 2000 Report, No. 11 (Dec. 1998) (co-author)

"Absolute Pollution Exclusion: So Far, So Good," 58 Defense Counsel Journal (April 1991)

"Significant Insurance Coverage Issues of the 1980's," LIII Insurance Counsel Journal (April 1986) (co-author)

## REPRESENTATIVE MATTERS

## Contact Information

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## Practice Areas

- Appellate and Trial Triage
- Climate Change
- Commercial General Liability
- General Commercial Litigation
- Healthcare Insurance and Reinsurance
- Professional Liability
- Reinsurance

## Education

- Northwestern University School of Law, J.D. 1978, *cum laude*
- University of Illinois, M.A. Economics 1975
- University of Illinois, B.A. Political Science 1973

## Memberships

- The American College of Coverage and Extracontractual Counsel
- American Bar Association
- The Defense Research Institute
- International Association of Defense Counsel
- ARIAS-U.S.
- Illinois Association of Defense Trial Counsel

## Admissions

- Illinois
- Trial Bar, U.S. District Court for

**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.

**Confidential Reinsurance Arbitration**, 2020. Reinsurers not liable for first-party property losses that occurred outside the 172-hour loss occurrence period.

**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.

**Chicago Ins. Co. v. General Reins. Corp.**, 2019 WL 5387819 (S.D.N.Y. Oct. 22, 2019). Court ruled in favor of reinsurers that new reinsurance bill arose out of prior Final Award and that original arbitration panel retained jurisdiction.

**Confidential Reinsurance Arbitration**, 2018. Panel ruled in reinsurers' favor that cedent could not aggregate multiple environmental claims.

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

**Fox v. American Alternative Insurance Corporation**, 2014 WL 3015759 (7th Cir. July 7, 2014) Excess insurer not liable for failure to settle or notify insured of an alleged conflict of interest where excess insurer did not control underlying defense.

**Village of Crestwood v. Ironshore Specialty Insurance Co.**, 2013 IL App (1st) 120112 (Ill. App. 2013). Absolute pollution exclusion barred coverage for claim against Village for contaminated well water.

**Fox v. Will County**, 04-C-7309 (N.D. Ill August 15, 2012) Excess "follow form" insurer covers attorney fee award as damages and not supplemental payment where underlying insurance defines attorney fees "as damages."

**Arrowood Surplus Lines Insurance Company v. Westport Insurance Company**, 2010 WL 3933561 (2nd Cir. October 8, 2010) Affirmed District Court holding that follow the fortunes cannot be applied to expand the scope of the reinsurance risk.

**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 certificate.

**Celotex Corp. v. AIU Ins. Co.**, 216 B.R. 867 and 222 B.R. 644 (Bankr. M.D. Fla. 1998), aff'd, In re Celotex Corp., 299 Fed. Appx. 850 (11th Cir. July 7, 2008) Coverage barred due to late notice.

**American Ins. Co. v. American Re-Insurance Co.**, 2006 WL 3412079 (N.D. Cal. November 27, 2006) Doctrine of follow the fortunes is not implied in a reinsurance certificate that does not contain a follow the fortunes clause.

**Allstate Insurance Co. v. Employers Reinsurance Corp.**, 441 F.Supp.2d 865 (N.D. Ill 2005) Reinsurer not required to show prejudice to deny claims based on late notice.

**Rendall v. Combined Insurance Co. of America**, Case No. 2001 Folio 1264 (Queen's Bench, Commercial Court, London 2005) Expert testimony on Illinois insurance law.

**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.

**Travelers Casualty & Surety Co. v. Constitution Reinsurance Corporation**, 2004 WL 2387313 (E.D. Mich. August 2, 2004) Multi-year reinsurance certificate is liable only for a single reinsurance limit.

**Washington Schools Risk Management Pool v. American Protection Ins. Co.**, 2004 U.S. Dist. LEXIS 28647 (W.D. Wash. Nov. 9, 2004) Granting summary judgment to retrocessionaire on direct claim asserted by cedent's insured alleging that cedent was a fronting company for reinsurer.

**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.

**Travelers Casualty and 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.

**Benoy Motor Sales, Inc. v. Universal Underwriters Ins. Co.**, 679 N.E.2d 414 (Ill. App. Ct. 1997) Costs incurred in responding to EPA administrative proceedings are insurable "damages" under general liability policies.

**Weigel Broadcasting Co. v. Smith**, 682 N.E.2d 745 (Ill. App. Ct. 1996) Discount applied to fair value of dissenters' shares of stock in involuntary buy-out based on illiquidity and minority status was valid.

**Williams v. Humana Health Plan, Inc.**, 957 F. Supp. 1029 (N.D. Ill. 1997) Granting summary judgment in favor of insurer on ground that plan excludes particular cancer treatment procedure and holding that insurer has no responsibility to notify employee regarding termination of one group plan and switch to another.

**Atlanta Gas Light Co. v. Aetna Cas. and Sur. Co.**, 68 F.3d 409 (11th Cir. 1995) Insurer granted summary judgment; no case or controversy existed to support federal jurisdiction under Declaratory Judgment Act.

**Bituminous Cas. Corp. v. St. Clair Lime Co.**, 69 F.3d 547 (10th Cir. 1995) Absolute pollution exclusion barred coverage for claims arising out of workplace exposure to toxic substances.

**Floyd's Sales & Serv. Inc. v. Universal Underwriters Ins. Co.**, 910 F. Supp. 464 (D. Neb. 1995) Summary judgment entered in favor of insurer on ground that term "damages" as used in the policies' insuring clause did not include insured's liability for CERCLA response costs.

**U.S. Gypsum v. Admiral Ins. Co.**, 643 N.E.2d 1226 (Ill. App. Ct. 1994) Continuous trigger applied to asbestos-in-building claims; all such claims arise out of a single occurrence; and horizontal exhaustion applied to all primary policies.

**Owens-Illinois, Inc. v. United Ins. Co.**, 625 A.2d 1 (N.J. Super. 1993), aff'd in part and rev'd in part, 650 A.2d 974 (N.J. 1994) Continuous trigger applied to asbestos bodily injury claims; fair method of allocation is one based on time on risk and degree of risk assumed, including periods of no insurance when no insurance was available.

**Forty-Eight Insulations, Inc. v. Aetna Cas. & Cur. Co.**, 162 F.R. 143 (Bank. N.D. Ill. 1993) Court addresses defense of judicial estoppel raised in context of asbestos bankruptcy and insurance coverage litigation.

**Highlands v. Lewis Rail Serv. Co.**, 10 F.3d 1247 (7th Cir. 1993) Affirming summary judgment in favor of insurer due to late notice.

**Diamond Shamrock v. Aetna**, 609 A.2d 440 (N.J. Super. App. Div. 1992) No coverage for dioxin contamination at Diamond's Newark plant based on intentional and knowing polluting activities, and no coverage for Diamond's \$23 million Agent Orange settlement based on the application of the war risk exclusion.

**Fuller v. CBT Corp.**, 962 F.2d 10 (7th Cir. 1992) Affirming summary judgment in favor of employee health plan for allegedly violating uniformity provision of plan by refusing to extend dependent health benefits six months after termination of employee.

**Loyola University of Chicago v. Humana Ins. Co.**, 996 F.2d 895 (7th Cir. 1992) Affirming group health insurer's denial of benefits for artificial heart.

**Liberty Mutual Ins. Co. v. Triangle Indus. Inc.**, 765 F. Supp. 881 (N.D.W. Va. 1991), aff'd, 957 F.2d 1153 (4th Cir. 1992), cert. denied, 506 U.S. 284 (1992) Summary judgment in favor of insurer on grounds of pollution exclusion and no "occurrences."

**Liberty Mutual Ins. Co. v. Triangle Industries**, 390 S.E.2d 562 (W.Va. 1990) In a case involving the interpretation of an insurance policy made in one state to be performed in another, the law of the state of formation of the contract shall govern.

**Evanston Insurance Co. v. Security Assurance Co.**, 715 F. Supp. 1405 (N.D. Ill. 1989) Coverage denied where insured failed to disclose facts which ultimately resulted in a claim against it.

**International Minerals & Chemical Corp. v. Liberty Mutual Ins. Co.**, 522 N.E.2d 758 (Ill. App. Ct. 1988) Pollution exclusion applied to bar coverage for environmental claim at site formerly owned by insured.