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Insurance Law

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# **DEDICATION**

To those who have informed and contributed to our belief and understanding that justice is defined by the identification of injustice, we thank you.

J.C and M.C.



## PREFACE

This book is intended as a source to assist the user in identifying points of insurance law that have been discussed by the Massachusetts State appellate courts. The book was produced with the thought that it will assist a range of users—from those unfamiliar with insurance concepts to those experienced in insurance matters. Commentaries on what action a practitioner should take in view of existing statements of law have not been suggested. Nor does this book extrapolate on the meaning of any discussed principle. Its purpose is to present, to the extent possible, unbiased statements of law as presented by the appellate courts. In the context of insurance law it is important to read the provisions of the contract of insurance at issue and consider the statements contained in this book against the controlling contractual provisions.

For coverage issues not yet examined by Massachusetts State appellate courts, the following treatises cited by the appellate courts may be useful in providing guidance: Appleman, Insurance Law and Practice; A.D. Windt, Insurance Claims and Disputes; B.R. Ostrager & T.R. Newman, Insurance Coverage Disputes; Couch on Insurance; J.W. Stempel, Law of Insurance Contract Disputes; R. Long, Liability Insurance; R. Persons & K. Brownlee, Excess Liability: Rights and Duties of Commercial Risk Insureds and Insurers; and W. Shernoff, S. Gage and H. Levine, Insurance Bad Faith Litigation.

The authors would like to thank the Honorable Brian Merrick for sharing his knowledge and experience.

This bound volume contains references to Massachusetts's state appellate decisions through and including volume 464 of the Massachusetts Reports and volume 82 of the Massachusetts Appeals Court Reports.





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