INTRODUCTION TO THE JULY 2026 EDITION

The July 2026 Edition of *Casualty Insurance Claims* includes a complete update of existing sections. A few highlights are:

- The duty to defend is broader than the duty to indemnify and arises only from potential coverage based on facts: (1) alleged in the petition, (2) the insurer knows at the outset of the case, or (3) that are reasonably apparent to the insurer at the outset of the case. Whether an insurer breached a duty to defend or declined an opportunity to control the litigation impacts the extent to which the insurer is bound by the result of the underlying tort judgment. § 2:20
- An insurer's duty to act in good faith in dealing with its insured includes the duty to handle and pay claims in good faith, and breach of the duty to act in good faith gives rise to an independent tort cause of action. Conduct based on the interpretation of an insurance contract that is reasonable does not constitute bad faith. § 21:30.
- Where clear, the specific definitions in the insurance policy determine which act or set of acts constitutes an occurrence. For example, when a hospital incurred liability for systemic inadequate treatment procedures that caused injuries to thousands of patients, the terms of the insurance contract clearly determined whether the occurrence was the implementation of the inadequate procedure or each patient's individual injury § 27:2.

This release is also updated with new Table of Contents, Table of Laws and Rules, Table of Cases, and Index to reflect these enhancements.

Casualty Insurance Claims can be accessed online on Thomson Reuters Westlaw.