INTRODUCTION TO THE NOVEMBER 2026 EDITION

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

- Courts construe the language of an insurance policy based on the meaning that a reasonable person in the parties' shoes would attribute to it. In doing so, courts frequently consult dictionary definitions to identify the common and popular understanding of the words used in the contract as evidence of what a reasonable person in the position of the parties would have understood those terms to mean. § 10:5.
- The purpose of an uninsured motorist (UM) statute is to provide a mechanism through which an insured motorist may purchase insurance coverage against loss caused by the negligent conduct of a financially irresponsible motorist. An uninsured motorist policy is first-party coverage, which allows an insured to collect payment from their own insurer for injury suffered as a result of the actions of an at-fault uninsured driver. § 22:45.
- An insured may think they are covered if they have purchased an insurance policy with coverage for computer systems fraud and electronic mail initiation transfer fraud. But within those coverage clauses may lurk exclusions that leave the insured vulnerable. For example, an insured purchased an insurance policy from an insurer that included coverage for computer systems fraud and electronic mail initiation transfer fraud, but excluded coverage for loss resulting from a fraudulent instruction sent to the insured through email. § 48:14.

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.