

Notice during Renewal Policy Period Deemed Sufficient

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In an unpublished opinion, the United States Court of Appeals for the Ninth Circuit found that coverage existed for a claim made during a claims-made and reported policy period even though notice occurred during a later renewal policy period. *Oliver v. Coregis Ins. Co.*, 2002 U.S. App. LEXIS 14602 (9th Cir. July 9, 2002).

The plaintiff brought suit against the insurer seeking coverage for the amount of the malpractice judgment it obtained against its former attorney, an insured under the relevant policies. The plaintiff made his claim against the insured during the first period, and provided notice of the claim to the insurer during the period of a later renewal policy. The insurer argued that the notice did not satisfy the terms of the policy, which required that claims be made and reported during the relevant policy period.

The court found that an ambiguity existed as to when notice must be given; the applicable policy provision stated that coverage is limited to "claims which are first made against the named insured and reported to the company while the policy is in force." The court, construing the language in light most favorable to the insured, found that "a claim made and reported during the renewal period is made and reported while 'the policy is in force,' because the renewal is a 'renewal of' the original policy and not a new or different policy."