



June 2-3, 2016 | The Carlton Hotel on Madison Avenue | New York, NY

Free WiFi in the
conference room
for all attendees!

EXTRA-CONTRACTUAL & BAD FAITH LIABILITY

Inquire about
special rates
for insurers



Views from the Bench



Hon. Ruben Castillo
U.S. Dist. Ct., N.D. Ill.



Hon. Joy Flowers Conti
U.S. Dist. Ct., W.D. Pa.



Hon. Nancy F. Atlas
U.S. Dist. Ct., S.D. Tex.



Hon. Donetta W. Ambrose
U.S. Dist. Ct., W.D. Pa.



Hon. George Caram Steeh
U.S. Dist. Ct., E.D. Mich.



Hon. Eric F. Melgren
U.S. Dist. Ct., D. Kan.



Hon. Tonianne J. Bongiovanni
U.S. Dist. Ct., D.N.J.



Hon. F.A. Gossett III
U.S. Dist. Ct., D. Neb.



Hon. Lisa P. Lenihan
U.S. Dist. Ct., W.D. Pa.



Hon. James P. O'Hara
U.S. Dist. Ct., D. Kan.



Hon. John W. Madden, IV
Colo. 2nd Jud. Dist. Court

Learn from and network with:

Crawford & Company
Acceptance Insurance
Chubb & Son
Advanced Claims Concepts
Travelers
Hiscox

EMC Insurance
FCCI Insurance Group
ALPS Property & Casualty
QBE North America
Merchants Insurance

Unique and revamped sessions include:

- State of the market for high profile bad cases and high dollar verdicts across the country: hotbed states including Missouri, Washington, Florida, South Carolina, Georgia
- The ever changing duty to defend and how it's currently leading to bad faith
- Carriers failing to properly investigate claims involving requests for additional insurance coverage
- Creative bad faith set ups: preventive strategies and techniques with regard to open limits, policy limit demands, and time limit demand letters
- Consent judgments: strategies in bad faith claims given the use of consent judgments to box in primary and excess carriers, including "Cunningham" agreement nuances
- Carrier's duty to initiate settlement negotiations in the absence of demand
- Bad faith discovery: what's discoverable, what's not, and what might be deemed discoverable given 2015 FRCP amendments
- The "claim file" in the digital universe: not your father's sectioned paper file with sticky notes and coffee stains
- Dealing with increased requests for corporate witness depositions and preparing company witnesses for testimony
- Overcoming latest challenges with institutional bad faith claims
- Excess coverage/excess policy claims and inter-company bad faith claims
- Resolving thorny issues with regard to independent Cumis counsel
- Recoupment/reimbursement: balancing between settling cases against the insured while preserving coverage claims for recoupment or reimbursement
- The Style, Substance and Dynamics Of Insurance Bad Faith Case Mediations

ACI's Extra-Contractual & Bad Faith Liability conference in New York City brings you in-depth topics researched from the leaders in the industry and expert insights from seasoned in-house professionals, top law firms and experienced jurists from across the nation.

If you attend one Extra-Contractual/Bad Faith conference for the year, this is the one not to miss. It will provide attendees with the latest insights and expert advice from our exceptional faculty on new litigation trends, emerging theories of liability, and the most effective defense and settlement strategies.

Sessions include:

- State of the market for high profile bad cases and high dollar verdicts across the country: hotbed states including Missouri, Washington, Florida, South Carolina, Georgia
- The ever changing duty to defend and how it's currently leading to bad faith
- Carriers failing to properly investigate claims involving requests for additional insurance coverage
- Creative bad faith set ups: preventive strategies and techniques with regard to open limits, policy limit demands, and time limit demand letters
- Consent judgments: strategies in bad faith claims given the use of consent judgments to box in primary and excess carriers, including "Cunningham" agreement nuances
- Carrier's duty to initiate settlement negotiations in the absence of demand
- Bad faith discovery: what's discoverable, what's not, and what might be deemed discoverable given 2015 FRCP amendments
- The "claim file" in the digital universe: not your father's sectioned paper file with sticky notes and coffee stains
- Dealing with increased requests for corporate witness depositions and preparing company witnesses for testimony
- Overcoming latest challenges with institutional bad faith claims
- Excess coverage/excess policy claims and inter-company bad faith claims
- Resolving thorny issues with regard to independent Cumis counsel
- Recoupment/reimbursement: balancing between settling cases against the insured while preserving coverage claims for recoupment or reimbursement
- The Style, Substance and Dynamics Of Insurance Bad Faith Case Mediations

This event will fill up quickly, so register now by calling **1-888-224-2480**, faxing your registration form to **1-877-927-1563**, or registering online at AmericanConference.com/ExtraContractual

Who You Will Meet:

Plaintiff and Defense Attorneys
Specializing in:

- Insurance Bad Faith
- Extra-Contractual Damages
- Insurance Defense
- Litigation
- Personal Injury
- Worker's Compensation
- Appellate Practice
- Toxic Torts
- Life, Health and Disability

Insurance Industry Professionals, Including:

- Corporate Counsel
- Defense Counsel
- Claims Managers
- Adjusters
- Compliance Officer
- Risk Managers

CONTINUING LEGAL EDUCATION CREDITS

EARN CLE CREDITS Accreditation will be sought in those jurisdictions requested by the registrants which have continuing education requirements. This course is identified as nontransitional for the purposes of CLE accreditation.

ACI certifies that the activity has been approved for CLE credit by the New York State Continuing Legal Education Board, including 30 minutes of Ethics.

ACI certifies that this activity has been approved for CLE credit by the State Bar of California, including 30 minutes of Ethics.

You are required to bring your state bar number to complete the appropriate state forms during the conference. CLE credits are processed 4-8 weeks after a conference is held.

ACI has a dedicated team which processes requests for state approval. Please note that event accreditation varies by state and ACI will make every effort to process your request.



This year marks 30 years since the inception of C5 Group.

30 years
hosting more
than 6,000
conferences

30 years
building a
network of
industry leaders

30 years
expanding
across
the globe

It is time for a brand, logo and language in keeping with the dynamic strides we have made as a company. It is time for a brand that will take us forward for the next 30 years.

C5 Group, comprising American Conference Institute, The Canadian Institute and C5 in Europe, will unite under one central brand image, appropriately a globe. See how bringing together the power of people and the power of information can accelerate your growth and success.

Our new brand look and language will be fully revealed soon. Stay tuned for more exciting changes.

Day One: Thursday, June 2, 2016

7:20

Registration and Continental Breakfast

7:55

Co-Chairs' Welcome



Lewis F. Collins, Jr.
Partner
Butler Weihmuller Katz Craig LLP



David A. Strauss
Member
King, Krebs & Jurgens, PLLC

8:00

In-House Perspectives on Avoiding Claims; Claims Management Best Practices; Recouping of Defense Costs; Selecting Counsel Given Conflicts Between Insured and Insurer; Managing and Paying an Outside Counsel; and Jury Trials

Allen W. Nelson
Executive Vice President, General Counsel, Corporate Secretary and Chief Administrative Officer
Crawford & Company

Sarahannah McMurtry
Associate General Counsel
Acceptance Insurance

Thomas E. Allison-Couto, Esq.
Assistant Vice President
Chubb & Son, a division of Federal Insurance Company

Bill Gaydos
Claims Director
Advanced Claims Concepts, Inc.

Joshua Kranz
Senior Counsel
Hiscox

Moderator:



David A. Strauss
Member
King, Krebs & Jurgens, PLLC

9:30

Break

9:35

State of the Market for High-Profile Bad Faith Cases and High-Dollar Verdicts Across the Country: Hotbed States Including Missouri, Washington, Florida, South Carolina, Georgia; Key Filing Trends and Rulings; Unfair Trade Practices, Fair Conduct and RICO Developments; and Latest Nuances in Statutory and Punitive Damages



Anthony L. Martin
Shareholder
Sandberg Phoenix & von Gontard P.C.



Michael K. Kiernan, Esq.
Managing Partner, St. Petersburg
Traub Lieberman Straus & Shrewsbury LLP



Jacquelyn A. Beatty
Shareholder
Karr Tuttle Campbell



Diane L. Polscer
Managing Partner, Portland
Gordon & Polscer, L.L.C

This panel will provide you with the latest developments, emerging issues, trends, and the current pulse of the market and industry. Top outside counsel from hotbed states will give you an in-depth examination of the year's most challenging issues and recommendations for how practitioners can update their litigation strategies in response to the new developments going forward.

Topics include:

- Bad Faith across Jurisdictions: recent extra-contractual cases from across the country
- Recent Bad Faith Decisions and key undecided cases
- Treatment of insurers in key jurisdictions including Florida, Missouri, Washington State, South Carolina, Georgia
- Combating increasingly oppressive statutory, regulatory and case law in various states against insurers which makes it too easy to claim "bad faith" and makes it almost impossible for insurers to do business in those jurisdictions
- New causes of action ie: RICO
- Statutory damages - A number of statutes have created statutory claims that can be asserted in addition to common law bad faith claims. In Washington, for example, a claim under the Insurance Fair Conduct Act ("IFCA") allows an award of three times the actual damages, and requires an award of attorney fees for a violation of the act. These statutes give insureds significantly more leverage, even on claims that may not have any merit. Further, the construction and application of these statutes have given rise to extensive litigation
- Unfair trade practices laws: the interplay of Unfair Claims Practices Act and claims of bad faith
- Size of the verdicts on the underlying cases; huge dollar verdicts increases the exposure if guess wrong on trial outcomes
- Bad faith punitive damages: Latest Trends and Theories

You will find this session invaluable for getting up to speed on the latest developments, cases, and strategies while maximizing your opportunity to engage in the advanced discussion that is the hallmark of the conference.

10:40

The Ever Changing Duty to Defend and How It's Currently Leading to Bad Faith



Linda D. Kornfeld
Partner
Kasowitz, Benson, Torres & Friedman LLP



Meghan C. Moore
Shareholder
Ver Ploeg & Lumpkin, P.A.

- Addressing the return to "traditional" pre-Campbell litigation, where a bad faith claim is appended to a breach of contract claim
- The threat of bad faith claims as a bargaining chip to secure coverage where the underlying litigation is high-dollar, high-stakes litigation
- An increasing number of bad faith suits being filed on higher-limits policies, such as CGL policies
- Courts across the nation view the CGL policy through a revisionist lens and look for ways to liberally apply the same to losses which were never intended to be covered by the CGL. As a result, companies routinely deny claims which appear strong denials which are later revised by judges. This in turn creates a breach of contractual duties and leads to a case of Bad Faith against the insurer. What are the strategies in response to this?



11:25

View From the Bench, Including Insights on the Economic Loss Rule and Contractual Limitations

Hon. Ruben Castillo
U.S. Dist. Ct., N.D. Ill.

Hon. Joy Flowers Conti
U.S. Dist. Ct., W.D. Pa.

Hon. Nancy F. Atlas
U.S. Dist. Ct., S.D. Tex.

Hon. Donetta W. Ambrose
U.S. Dist. Ct., W.D. Pa.

Hon. George Caram Steeh
U.S. Dist. Ct., E.D. Mich.

Hon. Eric F. Melgren
U.S. Dist. Ct., D. Kan.

Hon. Toniianne J. Bongiovanni
U.S. Dist. Ct., D.N.J.

Hon. F.A. Gossett III
U.S. Dist. Ct., D. Neb.

Hon. Lisa Pupo Lenihan
U.S. Dist. Ct., W.D. Pa.

Hon. James P. O'Hara
U.S. Dist. Ct., D. Kan.

Hon. John W. Madden, IV
Colo. 2nd Jud. Dist. Court

*A unique opportunity
to hear how federal
and state judges
interpret arguments
and evidence in the
extra-contractual &
bad faith context*

Moderator

 Robert M. Forni, Jr., Esq.
Partner
Ropers Majeski Kohn & Bentley PC

1:25

Networking Luncheon

2:20

Carriers Failing to Properly Investigate Claims Involving Requests for Additional Insurance Coverage: The Growth of Bad Faith Claims and Court Expansion of Additional Insured Duty to Defend

 Michael J. Cawley
Partner
Gordon Rees Scully Mansukhani, LLP

 Robin Taylor Symons
Miami Office Co-Managing Partner
Gordon Rees Scully Mansukhani, LLP

- Additional Insured Duty to Defend expansion by courts – what's now the nexus for "arising out of"?
- Issues with regard to contracts between one party that agrees to defend and indemnify another party being ignored and coverage denied
 - Claim reps making the decisions not acknowledging the rights of the additional insured under the policy, particularly when it comes to providing a defense. Parties are more understanding of their rights in the face of these denials and Bad Faith claims are growing as a result. What are the best strategies in response to this growth?

3:00

Break

3:05

Creative Bad Faith Set Ups: Preventive Strategies and Techniques with Regard to Open Limits, Policy Limit Demands, and Time Limit Demand Letters

 Kevin J. Willging
Executive Counsel
Travelers

 Paul L. Nettleton
Shareholder
Carlton Fields Jordan Burt, P.A.

 Steven Plitt
Senior Member
The Cavanagh Law Firm

- Cognizance of bad faith set ups
- Demonstrating your company good faith claim handling: Whether, when and to what extent the insurer has a defense that there is a good faith dispute or that the dispute is reasonably debatable, such that it defeats the bad faith/extra contractual liability claim
- Unreasonable time limit demands as the basis of subsequent bad faith claims – obligations, strategies and techniques
- Responding to policy limit demands
- Policy limits demands and how the improper handling of them can lead to bad faith claims: Does the claim that the demand was a setup provide any protection to an insurer in a bad faith claim?
- Allegations of bad faith failure to settle within policy limits (not necessarily policy limits demands), particularly when the rejection of a settlement demand is due in part or in full to coverage issues
- Continual use of time limit demand letters: do they comply with state statutes?
- Easing anxiety between carriers and insureds and lowering costs of handling litigation given use of demand letters to set up a potential excess recovery and subsequent Bad Faith claim
 - What are the state legislatures and court's ruling on the letters' sufficiency to establish Bad Faith?
 - Dealing with unrealistic demands which fail statutorily because they fail to provide all relevant information in a timely manner to properly review the claims and/or demand

4:00

Consent Judgments: Strategies in Bad Faith Claims Given the Use of Consent Judgments to Box in Primary and Excess Carriers, Including "Cunningham" Agreement Nuances

 Lewis F. Collins, Jr.
Partner
Butler Weihmuller Katz Craig LLP

 Jay Barry Harris
Attorney
Fineman Krekstein & Harris P.C.

 Paul R. Koepff
Senior Equity Partner
Clyde & Co US LLP

- Dealing with challenges insurers face as a result of the threat of the insured entering into a consent judgment with the claimant in cases of questionable liability but high exposure
- Addressing insureds anxiety about the risk of a judgment that may be in excess of policy limits or not covered
- Strategies for defending bad faith claims involving consent judgments
- In situations with multiple layers of coverage, the primary insurer pays its policy limits and agrees (with the insured) to a consent judgment in excess of its primary policy limits. This is done without the agreement or approval of the excess carrier. The injured plaintiff then sues the excess carrier for bad faith, alleging a failure to defend. How do you handle these situations?



- The insured alleging that it is bad faith for his/her carrier to refuse to enter into a “Cunningham” agreement when liability is clear or damages clearly exceed its policy limit. How do you handle these situations?

4:55

Carrier's Duty to Initiate Settlement Negotiations in the Absence of a Demand: What's Considered Bad Faith for Failing to Initiate Settlement Offers Where There is No Demand?



Nicholas J. Boos
Partner
Sedgwick LLP



Mark S. Shapiro
Of Counsel
Akerman LLP



Lorelei S. Masters
Partner
Perkins Coie LLP

5:50

Bad Faith Discovery: What's Discoverable, What's Not, and What Might Be Deemed Discoverable Given the 2015 FRCP Amendments, and How to Adapt to States that Don't Adopt Changes to Federal Rules



Peter Halprin
Attorney
Anderson Kill P.C.



Matthew J. Sekits
Shareholder-in-Charge, Seattle Office
Bullivant Houser Bailey PC

- Scope under Rule 26(b)(1) and the impact of proportionality, especially on pattern and practice claims
- ESI protocols and issues
- Discovery disputes-- court conference with letter to the judge vs. 30 page reciprocal motions to compel
- State courts may not adopt the changes to the federal rules and their resources are increasingly restricted. How does this impact bad faith litigation and what can we do to adjust to the new reality?

6:35

Conference Adjourns

Day Two: Friday, June 3, 2016

7:30

Continental Breakfast

8:00

The “Claim File” in the Digital Universe: Not Your Father's Sectioned Paper File Folder with Sticky Notes and Coffee Stains



Kevin M. Quinley CPCU, ARM, AIC
Insurance Claim, Risk Management & Productivity Expert
Quinley Risk Associates LLC



Lance Albright
Vice President, Claims
QBE North America



Robert K. Scott
Partner
Newmeyer & Dillion LLP

- What is now considered a “claim file” given new school electronic touchpoints such as IM's, emails, text messages, social media, and cloud data?
- Defensive and offensive claims-specific discovery involving all these electronic touchpoints
- Challenge the over-broad discovery requests involving these electronic touchpoints

8:55

Dealing With Increased Requests for Corporate Witness Depositions and Preparing Company Witnesses for Testimony (at Depositions and Trial): Witness and Preparing Lawyer Strategies



E. Kay Fuller
Attorney at Law
Martin & Seibert, L.C.



Scott Lewis
Partner
Hedrick, Gardner, Kincheloe & Garofalo, LLP

These depositions present complex challenges and serious potential exposure for a company. Counsel must strategically determine who should represent the corporation at the deposition, how much preparation is sufficient, and how to tackle **privilege issues**. This session will help you explain the key steps for minimizing risk, successfully responding to a deposition notice and selecting and preparing witnesses for the deposition. Discussion will also center around the fact that mergers and acquisitions of insurers may result in the loss of institutional knowledge for 30(b)(6) witness depositions, which may mean that some ESI is institutionally lost or that claim file systems become anachronistic.

9:40

Morning Break

9:50

Overcoming Latest Challenges With Institutional Bad Faith Claims, including Institutional Bad Faith Discovery



Michael A. Monteverde
Bressler, Amery & Ross, P.C.



Jon T. Neumann
Partner
Steptoe & Johnson LLP

- Avoiding and defeating latest Institutional Bad Faith Claims, including those related to Adjuster Compensation Plans
- The Use of Institutional Bad Faith Discovery As Leverage To Force Settlements Rather Than Seek Pertinent Information: defending against these broad attacks

10:35

Bad Faith in Relation to Excess Coverage/Excess Policy Claims and Inter-Company Bad Faith Claims



William J. Kobokovich, Jr.
Associate Group General Counsel
Claim Legal Extra Contractual & Reinsurance,
Travelers



Stephen P. Pate
Partner
Norton Rose Fulbright US LLP

- Duties owed between primary and excess insurers and between insured and the excess carrier

- When can an excess insurer sue a primary insurer for bad faith: availability and viability of an excess vs. primary or lower level bad faith claim
- What are some of the theories upon which one insurer might sue another for bad faith
- What defenses are available to the primary insurer?
- Excess carrier vigilance in safeguarding their rights and fulfilling their duties
- Pro-active involvement by excess carriers
- Counsel retained by excess carriers cognizance of heightened expectations
- Notice to the excess insurer: When handling claims with excess verdict potential, primary insurers diligence in providing status updates to excess carriers and allowing the excess an opportunity to provide input
- Inter-Company Bad Faith Claims and extra-contractual claims between two carriers -- strategies for defending these claims

11:20

Resolving Thorny Issues With Regard to Independent/Cumis Counsel



Craig L. Reese
Attorney at Law
Fletcher, Farley, Shipman & Salinas, LLP



David McMahon
Attorney at Law
Offices of David J. McMahon



Edward J. Currie, Jr.
Shareholder
Currie Johnson & Myers, P.A

- When is Independent/Cumis counsel required
- Complications when independent counsel selected by the insured is defending the claim, and when the defense costs skyrocket.
- Practical considerations relating to the defense in light of independent counsel issues where insurers appoint defense counsel who are not experienced in particular areas or staffing limitations interfere with the defense

12:15

Recoupment/Reimbursement: Balancing Between Settling Cases Against the Insured while Preserving Coverage Claims for Recoupment or Reimbursement



Robert N. Kelly
Director
Jackson & Campbell, P.C.



Gretchen A. Ramos CIPP/US, CIPP/E
Partner,
Carroll, Burdick & McDonough LLP

1:00

Networking Luncheon

2:00

The Style, Substance and Dynamics Of Insurance Bad Faith Case Mediations



Arnold Levinson
Mediator
Levinson Mediation



Doug deVries
Mediator
deVries Dispute Resolution/Judicate West

- Dynamics of negotiation specific to bad faith cases
- Mediator styles and their implications regarding efficacy and ethics in bad faith cases
- Bad faith case-related valuation and negotiation approaches and strategies

3:00

Negotiating the Tripartite Relationship of Claims Professionals, Defense Attorneys and Policyholder Attorneys: Working Together to Ensure the Ethical Investigation and Defense of a Bad Faith Claim (featuring 30 minutes of CLE-Ethics)



Kenneth P. Carter, CPCU
Sr. Corporate Casualty Claim Manager
Merchants Insurance Group



Thomas A. Marrinson
Partner
ReedSmith LLP

4:00

Conference Ends

ABOUT THE VENUE:



Over a century ago, our luxury hotel in New York City's Midtown area helped transform the neighborhood into one of Manhattan's most desirable areas. Today, our Midtown Manhattan hotel's new, modernized look makes it a centerpiece of the city's NoMad (North of Madison Square Park) neighborhood located north of the Flatiron building and south of Herald Square.

At The Carlton Hotel in New York City, guests seeking an extraordinary urban getaway will be pleasantly surprised by our luxury hotel's seamless integration of old-world charm and modern flare. Guests of The Carlton can experience the hotel's unparalleled service and luxurious amenities, secluded in a unique urban setting and perfect for a romantic getaway to Manhattan. The Carlton Hotel features intimate spaces where guests can relax, away from the energy of Midtown New York, while also serving as an elegant backdrop for business meetings and special events. We are proud to serve our discerning hotel guests in any way we can and invite you to explore our contemporary retreat on Madison Avenue.

American Conference Institute is pleased to offer our delegates a limited number of hotel rooms at a preferential rate. Please contact The Carlton Hotel directly at **(800) 601-8500** and mention "**ACI's Extra-Contractual Conference**" to receive this rate. Online, please log on to: AmericanConference.com/ExtraContractual/Venue--Accommodation

MISSED A CONFERENCE?

ORDER THE CONFERENCE MATERIALS NOW!

If you missed the chance to attend an ACI event, you can still benefit from the conference presentation materials.

To order the Conference Materials, please call +1-888-224-2480 or visit: AmericanConference.com/Conference_Papers

GLOBAL SPONSORSHIP OPPORTUNITIES

With more than 300 conferences in the United States, Europe, Asia Pacific, and Latin America, American Conference Institute (ACI) provides a diverse portfolio devoted to providing business intelligence to senior decision makers who need to respond to challenges spanning various industries in the US and around the world.

As a member of our sponsorship faculty, your organization will be deemed as a partner. We will work closely with your organization to create the perfect business development solution catered exclusively to the needs of your practice group, business line or corporation.

For more information about this program or our global portfolio of events, please contact:

Wendy Tyler
Director of Sales, American Conference Institute

Tel: 212-352-3220 x5242

Email: W.Tyler@AmericanConference.com

© American Conference Institute, 2016

1 Choose your Registration Method



PHONE:

1-888-224-2480



EMAIL:

CustomerService@AmericanConference.com



ONLINE:

AmericanConference.com/ExtraContractual



FAX:

1-877-927-1563



MAIL:

American Conference Institute
45 West 25th Street, 11th Floor
New York, NY 10010

2 Select your Level of Engagement

Register & Pay by April 21, 2016

Register & Pay After April 21, 2016

Program (on site)

\$1695

\$1895

All program participants will receive an online link to access the conference materials as part of their registration fee.

Please reserve ___ additional copies of the Conference Materials at \$199 per copy.

Bringing a Team?

3 – 4

10% Conference Discount

5 – 6

15% Conference Discount

7

20% Conference Discount

7 or more

Call 888-224-2480

3 Fill in your Profile

Conference Code

891116-NYC

SALUTATION _____ NAME _____
JOB TITLE _____ ORGANIZATION _____
ADDRESS _____ CITY _____
STATE/PROVINCE _____ ZIP CODE _____ COUNTRY _____ TEL. _____
FAX _____ EMAIL _____
TYPE OF BUSINESS _____ NO. OF EMPLOYEES _____
APPROVING MANAGER _____ JOB TITLE _____

I would like to receive CLE accreditation for the following states: _____ See CLE details inside.

4 Complete Payment Details

Please charge my VISA MasterCard AMEX Discover Card Please invoice me

NUMBER _____ EXP. DATE _____

CARDHOLDER _____

I have enclosed my cheque for \$ _____ including applicable taxes made payable to **American Conference Institute** (T.I.N.—98-0116207)

ACH PAYMENT (\$USD)

Please quote the name of the attendee(s) and the event code 891116 as a reference.

For US registrants:

Bank Name: HSBC USA

Address: 800 6th Avenue, New York, NY 10001

Account Name: **American Conference Institute**

UPIC Routing and Transit Number: 021-05205-3

UPIC Account Number: 74952405

Non-US residents please contact Customer Service for Wire Payment information

5 Accept the Terms and Conditions to Register



I confirm I have read and understood the terms and conditions of registering for this event

Venue Information at a Glance

Venue: The Carlton Hotel

Address: 88 Madison Ave, New York, NY 10016

TEL.: (800) 601-8500

Online: AmericanConference.com/ExtraContractual/Venue--Accommodation

Book your Accommodation

American Conference Institute is pleased to offer our delegates a limited number of hotel rooms at a preferential rate. To book a room at the discounted rate please contact the hotel directly and mention **"ACI's Extra-Contractual Conference"** to receive the conference rate.

Special Discount

ACI offers financial scholarships for government employees, judges, law students, non-profit entities and others. For more information, please email or call customer service.

Fee Includes

The program, all program materials, refreshment breaks and lunches.

Terms and Conditions

Payment Policy

Payment must be received in full by the program date to ensure admittance. All discounts will be applied to the Program Only fee (excluding add-ons), cannot be combined with any other offer, and must be paid in full at time of order. Group discounts available to 3 or more individuals employed by the same organization, who register at the same time.

Delegate Substitutions and Cancellations

You must notify us by email at least 48 hrs in advance of the conference if you wish to send a substitute participant. If you are unable to find a substitute, please notify us in writing no later than 10 days prior to the conference date. All cancellations received will be subject to a cancellation fee of \$350. Delegates opting to receive a credit voucher will receive a credit for the full amount paid, redeemable against any other American Conference Institute conference in the next 12 months.

No credits or refunds will be given for cancellations received within 10 days of the conference start date. Delegates may not "share" a pass between multiple attendees without prior authorization. No liability is assumed by American Conference Institute for changes in program date, content, speakers or venue. American Conference Institute reserves the right to cancel any conference it deems necessary and will, in such event, make a full refund of any registration fee, but will not be responsible for airfare, hotel or other costs incurred by registrants.

June 2-3, 2016 | The Carlton Hotel on Madison Avenue | New York, NY

EXTRA-CONTRACTUAL & BAD FAITH LIABILITY

American Conference Institute
45 West 25th Street, 11th Floor
New York, NY 10010

Attention Mailroom

If undeliverable to addressee, please forward to:
**Bad Faith or Extra Contractual Counsel/
Claims Counsel or Claims Manager**

Incorrect Mailing Information

If you would like us to change any of your details,
please email data@americanconference.com
or fax the label on this brochure to **1-877-927-1563**.

REGISTRATION CODE



891116.WEB



ACI

American Conference Institute
Business Information in a Global Context

This year marks 30 years since the inception of C5 Group.
It is time to match our brand with the dynamic strides we have made.
See inside for details...

June 2-3, 2016 | The Carlton Hotel on Madison Avenue | New York, NY

Free WiFi in the
conference room
for all attendees!

EXTRA-CONTRACTUAL & BAD FAITH LIABILITY

Inquire about
special rates
for insurers

 **EARN CLE/ETHICS
CREDITS**