

Edward M. Manganiello
Of Counsel
Bruckmann & Victory, LLP
420 Lexington Avenue, Suite 1621
New York, NY 10170
212-850-8519(dir.)
203-536-7674(cell)
manganiello@bvlaw.net

GENERAL INSURANCE AND REINSURANCE COVERAGE COUNSELING

Over 30 years in practice, primarily in the areas of property/casualty, commercial general liability and miscellaneous errors and omissions insurance, I have provided the following services: insurance and reinsurance coverage counseling, direct case management/supervision, including litigation/reinsurance arbitration; pre- and post- underwriting claim management and reserve reviews; drafting policy wordings; and rendering coverage opinions on numerous insurance (primary, excess) and reinsurance (facultative, quota share, treaty, etc.) claims. As an Associate, Equity Partner and now, Of Counsel, I have worked, or continue to work, on matters involving, but not limited to:

Binding Authority Liability Programs; Charitable Properties; Commercial General Liability; Commercial Automobile/Trucking; Construction Defect/Architects & Engineers; Directors & Officers Reinsurance; Environmental, including Underground Storage Tanks; Healthcare (Physician/Hospital Medical Malpractice); Liquor Law Liability; Miscellaneous Errors & Omissions; Municipality/Public Official Errors & Omissions; National Rifle Association; Pawnbrokers Package; Premises Liability; Products Liability; Recreation (*e.g.*, Sports and Leisure); School Board Errors & Omissions and Workers' Compensation.

Currently, my business concentration is insurance and reinsurance coverage counseling and policy wordings in a multitude of areas, including Underwater Diving Instructors' E&O, NRA members/clubs liability, construction liability, pawnbrokers liability, bail bonds, WTC liability, property and workers' compensation, and Katrina claims; and, with our litigation department, overseeing coverage actions and reinsurance arbitrations.

- Instrumental in developing claims handling and defense counsel guidelines (One example is a "Claims Handling Procedures" for a national School Board Errors & Omissions program.).
- Led a team of associates who directly supervised the handling of almost two thousand School Board E&O claims, as the firm has acted as third-party administrator for two insurance carriers and their reinsurers.
- Helped develop and manage a claims facility overseen by attorneys but staffed by non-lawyer claims representatives who adjusted first-party property and supervised primary liability claims emanating from numerous binding authority programs underwritten by various Lloyd's Underwriters.
- Managed a team of associates making coverage determinations and handling claims emanating from a myriad of Risk Retention programs providing primary coverage to small law firms, construction contractors, automobile repair & towing, outdoor guides and ski rental facilities, pest control businesses, and others.
- Acted as insurers' coverage and claims monitoring/supervising counsel on programs ranging from NRA members and clubs liability to long-term exposure products (*e.g.*, beryllium).
- Successfully argued applicability of excess policy's "care, custody or control" exclusion to real property (*i.e.*, hangar) before New York, Appellate Division, 2nd Department.
- Asserted; and assisted by local counsel obtained recognition by Arkansas Supreme Court of several, not joint liability of insurers on excess policy subscribed by Lloyd's Syndicates and London Market companies.

- Asserted; and assisted by local counsel prevailed on “use of automobile” exclusion in CGL policy in action commenced by mutual insured’s automobile carrier in U.S. District Court of Hawaii.
- Asserted; and assisted by Illinois local counsel established applicability of per person sub-limit and “wasting” defense costs limit in a risk retention group coverage contract.
- Successfully arbitrated the non-applicability of an XPL clause in a reinsurance treaty to cedent’s extra-contractual loss, distinguishing between XPL and ECO coverages.
- Obtained unanimous pre-hearing decision on a Motion for Partial Summary Judgment from an arbitration panel that agreed on the applicability of a reinsurance contract’s indemnification provision and limited the reinsured’s maximum recovery to amounts then paid as opposed to contingent obligations.
- Representing insurers, authored and successfully asserted hundreds of disclaimers of coverage under various types of liability policies, following a guideline for claim and coverage analysis that insurers should not strain to find grounds to disclaim coverage or deny a claim.
- Representing reinsurers, rendered numerous opinions that led to negotiated compromises that recognize the purpose and intent of reinsurance, involving, but not limited to, WCA commutations, number(s) of occurrence issues (*e.g.*, HIV-AIDS, sexual molestation, WTC -9/11) and insurability of underlying claims.

Employment

Mendes & Mount, LLP

New York, NY

February, 1978 – September, 2009 (Associate, Junior Partner, Equity Partner)

(I resigned as an Equity Partner and became Of Counsel to Bruckmann & Victory, LLP with flexible commuting to law firm’s New York.)

Admissions

New York State, 1977

U.S. District Court for the Southern District of New York, 1978

U.S. District Court for the Eastern District of New York, 1978

Professional Affiliations & Civic Activities

American Bar Association, Tort Trial & Insurance Practice Section

Member, Representative Town Meeting (RTM), Town of Greenwich, CT

(Committees: Legislative & Rules; Claims)

Education

St. John’s University School of Law – JD, 1976

College of the Holy Cross – BA, 1973