



# **2<sup>nd</sup> Annual Texas Insurance Academy Conference**

September 7, 2017



# **Weather Disaster Strikes:** *Hurricane and Tornado Preparedness and Coverage, Claims and Recovery*

September 7, 2017

David Mims – LQ Management LLC

Steve Read – LQ Management LLC

Robert Reeves – EY

Jeff Vernor – Dean Foods Company

Scott Woodward – Trammell Crow Residential Company

# After Disaster Strikes: The Claims Process – Key Steps for Optimal Recovery

1. Preserve your rights
2. Know your policy (or policies)
3. Mitigate your losses
4. Assemble the team (can be internal and external professionals)
5. Develop a claim summary – including consideration of all potential avenues for recovery
6. Establish communication protocol and project management - internally and externally
7. Implement system for documenting each category of loss and supporting your claim
8. Document all substantive agreements with insurers
9. Request advances from your insurer early and often as claim proof allows
10. Prepare claim, submit to insurers and continue dialogue with adjuster and insurers to move towards settlement

# Preserve Your Rights

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- Put carriers on notice after a loss
- Read the Policy – How does it respond?
- Know the filing requirements in your insurance policy and request extensions, as needed
- Know deadline to file for litigation and use tolling agreements, as needed

# Policy Considerations

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- Triggers for Coverage
  - Property Damage
  - Service Interruption
  - Civil Authority
  - Ingress Egress
  - Loss of Attraction
  - Contingent Business Interruption
- Other Areas for Discussion
  - Deductibles
  - Named Windstorm
  - Limits of Liability and Time Limits
  - Valuation
  - Period of Liability and Extended Period of Liability

# Dedicated Claims Resources

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## **Insurers' resources:**

- Adjusters, accountants, engineering experts, industry experts, coverage counsel, etc.

## **Your organization's resources:**

- Assemble a team of dedicated claim preparation resources
  - Risk Management, Operations, Finance, Counsel, etc.
- Team should have clearly defined roles and responsibilities
- Match the resources of the insurers
- And don't let the insurers get too far ahead of you!

# Managing the Claim Process – Internally

- Manage expectations of superiors, C-suite, etc.
  - Process
  - Timing
  - Recovery – Ranges of recovery
- Manage expectations of the business units
  - Determine how settlement translates into recovery for individual business units
- Provide regular updates
- Institute a project management process
- Prepare for meetings

# Managing the Claim Process - Externally

- Provide a single point of contact – insurers contact no one else
- Keep the claim process moving – understand the claim process used by the adjustment team
- Establish a meeting schedule with the insurance adjusters and accountants
- Set a defined agenda for each meeting
- Continue to provide regular updates to the loss estimate
- Pursue advance payments - \$\$\$
- Move the claim forward in manageable pieces – settle areas where you can early
- Keep your broker involved and up to speed throughout the process

# Reaching Settlement

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- Obtain cash advances and limit open items at settlement
- Resolve claim issues utilizing face-to-face meetings throughout the claims process
  - Coverage issues
  - Documentation issues
- Utilize the broker to try and reach common ground
- Work directly with insurance carrier(s) to resolve remaining open items

# Do's and Don'ts

- Do due diligence in hiring a claims preparation team (prior to loss if possible should have a short list)
- Do comply with all policy requirements (timely and accurate)
- Do require NDAs for all parties handling sensitive information
- Do require information requests in writing and keep a record of all information shared with adjusting team
- Do get the adjusters involved in key engineering and rebuild decisions (better to know their position up front if possible)
- Do keep records of all efforts to get the site up and running
- Do document any verbal agreements made with adjusters
- Do insure alignment on tax and accounting aspects of the claim

# Do's and Don'ts

- Don't let the insurance process impede the process of restoring the site.
- Don't allow internal politics to control external handling of the claim.
- Don't allow external parties to take photographs on site (ensure confidentiality manufacturing information is not compromised). Review photographs with technical expert prior to releasing to insurers.
- Don't over promise information early on (be reasonable).
- Don't scrap materials without official sign-off from adjusters (where necessary take pictures).
- Don't compromise internal controls or decision authority (not all costs are covered by insurance, especially when not agreed and documented).



**TEXAS INSURANCE  
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# **Gray Area, White Noise & Red Ink:** *Managing the Spectrum of Issues in a Data Breach*

September 7, 2017

Ashley Bennett Jones - Lockton Companies, Inc.

Meredith McCloskey - Lennox International

Rick Nietubicz - Independent Data Privacy and Security Consultant

Micah Skidmore - Haynes and Boone, LLP

Violet Sullivan - ePlace Solutions, Inc.

# Network Security/Privacy Liability: Trends

- Larger breach events
- Ransomware
- Tax data – W2 scams

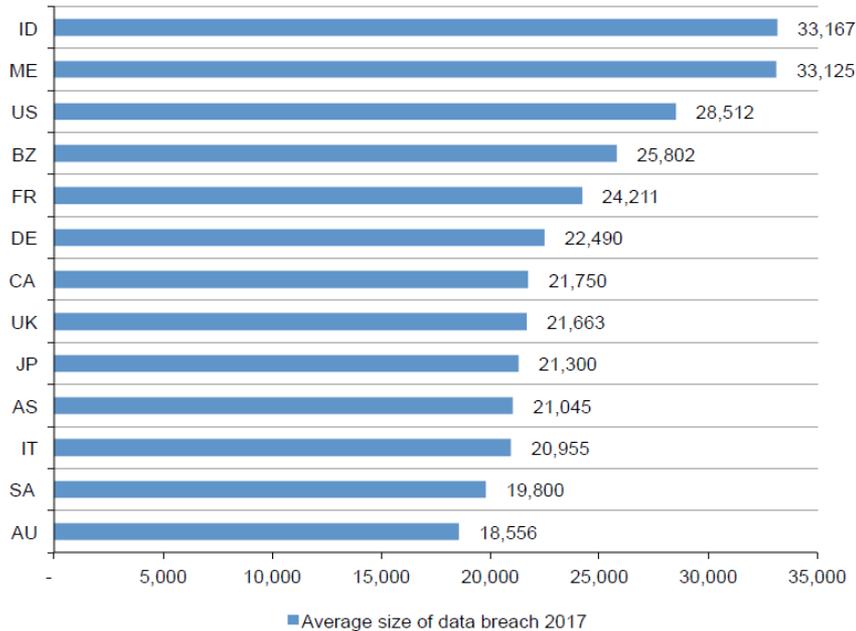
Breach Category	Number of Breaches	Number of Records Exposed	Average Records per Breach	Percent of Total Records Exposed
Hacking	927	1,839,750,699	1,984,629	30.59%
Skimming	272	4,874	18	0.00%
Phishing	253	458,964	1,814	0.01%
Virus/Malware	209	6,918,120	33,101	0.12%
Web	158	4,069,836,698	25,758,460	67.67%

HelpNetSecurity, July 25, 2017

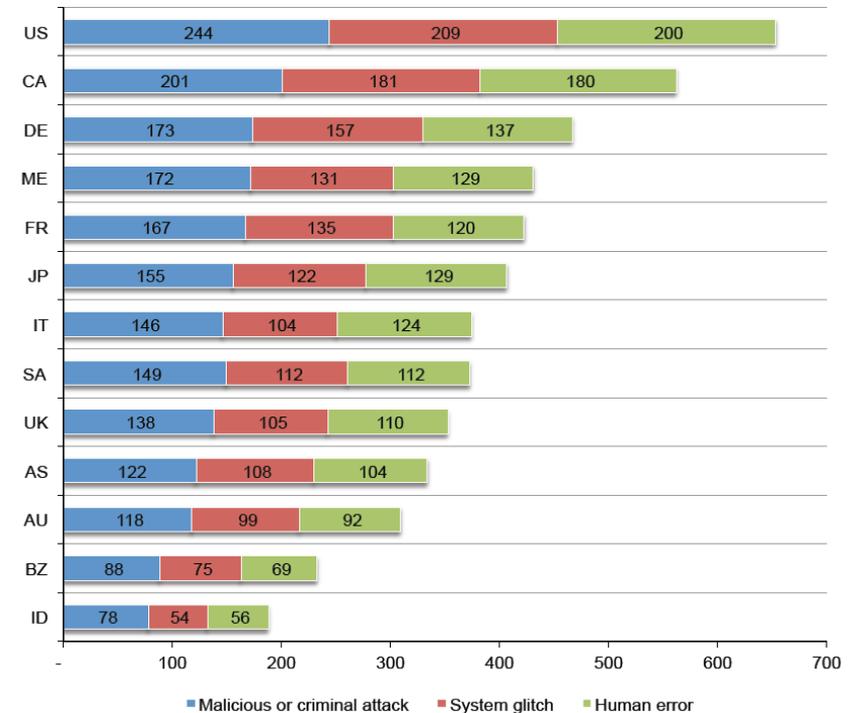
# Network Security/Privacy Liability: Cost

**Figure 3. The average number of breached records by country or region**

Global average = 24,089



**Figure 8. Per capita cost for three root causes of data breach by country and region**  
Measured in US\$



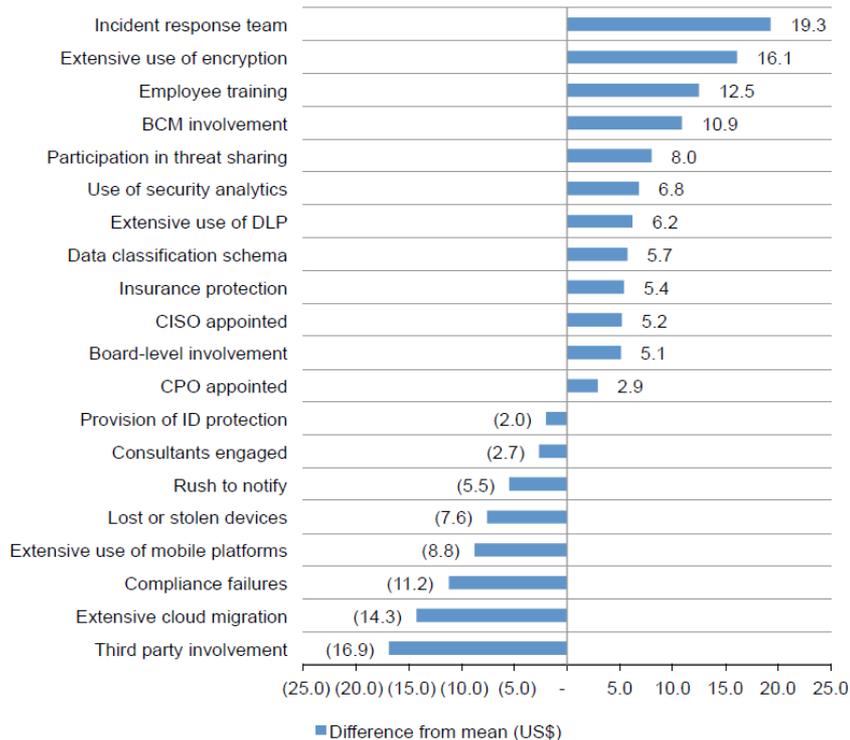
# Network Security/Privacy Liability: Cost

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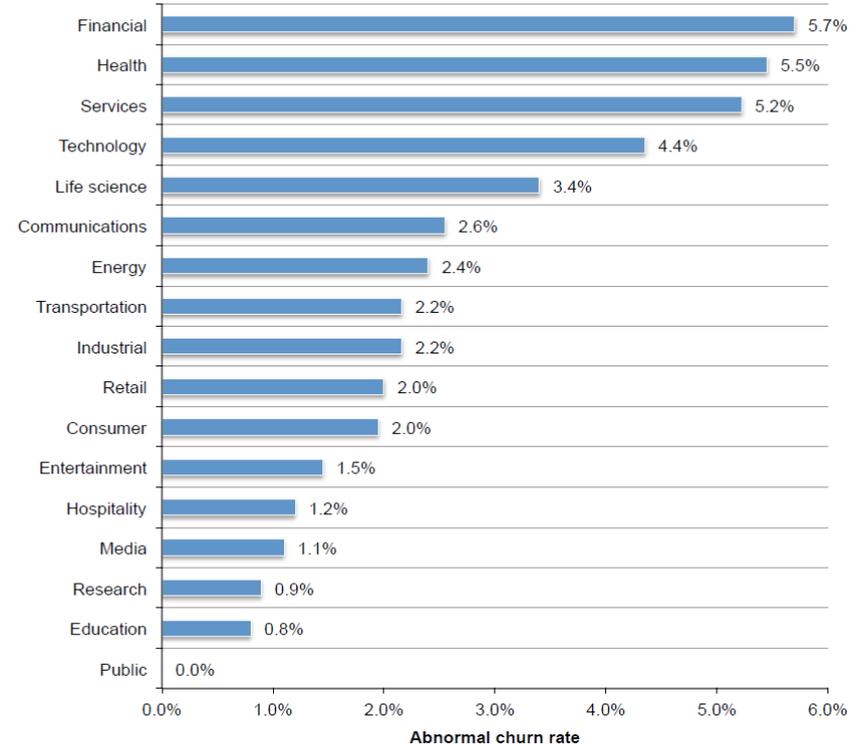
- Third-Party Liability
  - Consumer/employee PII
  - Notification
  - Credit monitoring
  - Regulatory investigations
- Loss and Damage to Property
  - Physical injury to property
  - Business interruption
  - Intellectual property loss

# Network Security/Privacy Liability: Risk Factors

**Figure 9. Impact of 20 factors on the per capita cost of data breach**  
Measured in US\$



**Figure 13. Abnormal churn rates by industry**  
Grand average for FY 2017=3.24%



# Direct Health™: Company Profile

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- Email/social media marketing firm for healthcare providers
- Competitors are Constant Contact/Mail Chimp
- Maintain large patient/physician email lists, which include some personal health information
- Experienced CISO and CTO
- Competing risk tolerance between senior management and IT
- Dedicated network security/privacy liability insurance coverage

# Breach Response Team

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- Board of Directors Representative
- Chief Executive Officer/Chief Financial Officer
- Chief Information Security Officer
- General Counsel
- Chief Compliance Officer
- Risk Manager
- Public Relations/Communications Director
- Human Resources Director
- Customer Support
- Business Continuity/Disaster Recovery

# Scenario No. 1

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- Corporate computers are affected by a NotPetya malware event, which renders all infected Windows-based computers unusable.
- It is unclear whether the access that enabled the ransomware to infect company computers also indicates access to protected client data.

# Scenario No. 1: Panel Commentary

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- Should the company pay the ransom?
- Investigation? By whom?
- Notice to broker/insurers?
- Consult a breach coach/outside legal counsel?
- Notice to clients/patients?

# Scenario No. 2

- Ransomware is removed after four (4) days, during which time physician marketing campaigns were suspended. Client physicians and the company lost substantial revenues during this period.
- Social media is ablaze with negative commentary from customers and patients.
- A forensic investigation identifies not only the ransomware but other malware on the company's email server indicating a likelihood that patient email lists and personal health information have been exfiltrated.
- The attack vector for the ransomware appears to be an email attachment from a client physician.

# Scenario No. 2



**Beth Smith**

@BethSmith456



Did you lose all of our patient files??  
@directhealth #databreach  
#healthcaredatabreach

← 13 Reply ↻ 25 Retweet ★ 67 Favorite ⋮ More

11:25 AM - 7 Sep 17 · Embed this Tweet



**Dr. Jones & Associates**

@DrJones2387



How can we trust you anymore ?? Why  
would we ever do business with you  
again??? @directhealth  
#nomoredirecthealth #directhealth  
databreach

← 6 Reply ↻ 14 Retweet ★ 37 Favorite ⋮ More

11:25 AM - 7 Sep 17 · Embed this Tweet

# Scenario No. 2: Panel Commentary

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- Is there insurance coverage for the loss of business income during the ransomware event?
- Now that a breach appears likely, is notice required? When? To whom?
- When do you engage a public relations/crisis management firm?

# Scenario No. 3

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- After issuing a press release and notifying patients of the breach event, the Federal Trade Commission issues a subpoena for records relating to the breach, which is believed to have impacted more than 70,000 patients.
- Eight client physicians issue demands for defense and indemnification for loss and liability arising out of the breach event.

# Scenario No. 3: Panel Commentary

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- Is there insurance coverage for the FTC subpoena? For the doctors' indemnity demands?
- Who gets to select defense counsel?
- Do you pursue a claim against the physician believed to be the source of the ransomware?



**TEXAS INSURANCE  
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# **The Insurance Bill of the 2017 Legislative Session: *What it Means and How it Impacts Your Insurance Claims***

September 7, 2017

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# Insured's Remedies Against An Insurer

## Common Law Remedies:

- Breach of contract
- Bad faith (First-Party only)
- Negligence
- Negligent misrepresentation
- Fraud

## Statutory Remedies:

- DTPA
- Chapter 541
- Chapter 542
- *Chapter 542A\**

\*Newly added through the Insurance Bill

# Chapter 541

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- “Bad Faith” statute
- The insured is entitled to damages when an insurer engages in “unfair or deceptive acts or practices.”
- Includes a laundry list of insurer actions that may rise to a claim under Chapter 541.
- Why bring a claim under Chapter 541 instead of common law? Treble damages!
  - You can get up to **three times** your actual damages.
  - *Example*: If a jury awards plaintiff \$1 million in actual damages, the total award could be \$3 million.

# Chapter 542

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- “Prompt Pay” statute
- Applies to First-Party claims
- Sets out deadlines for insurers to acknowledge, investigate, and pay claims
- Section 542.060 sets out the remedies available against the insurer for violating Chapter 542
- In addition to the amount of the claim, the insured is entitled to receive:
  - Eighteen (18%) percent interest per year on the amount of the claim; and
  - Reasonable attorney’s fees

# Background On The Insurance Bill

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- 2015 Insurance Bill
- Political Activity

# Purpose Of The Insurance Bill

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- Called the “Hail Storm” Bill
- Intended to curb hailstorm lawsuit abuse

# The Insurance Bill – Chapter 542A

- Adds new Chapter 542A for first party real property claims arising from damage caused by “***forces of nature***” including:
  - Earthquakes
  - Earth tremors
  - Wildfires
  - Floods
  - Tornadoes
  - Lightning
  - Hurricanes
  - Hail
  - Wind
  - Snowstorms
  - Rainstorms
- **Key Takeaway:** It’s not just limited to hail damage!

# The Insurance Bill

- **Chapter 542A** applies to the following actions:
  - An action alleging a breach of contract
  - An action alleging negligence, misrepresentation, fraud, or breach of a common law duty
  - An action brought under Chapter 541
  - An action brought under Chapter 542
  - An action brought under the DTPA
- **Key Takeaway:** If your claim arises from real property damage due at least in part by a “force of nature,” this Chapter applies **even if** you bring a different claim (i.e. bad faith under Chapter 541, breach of contract, etc.)

# The Insurance Bill – The Prompt Pay Statute

The insurance bill changes how much interest you can get as damages.

- If your claim **does not** fall under Chapter 542A, you are still entitled to **18%** interest per year plus prejudgment interest.
- If your claim **falls** under Chapter 542A, then you are entitled to interest on the amount of the claim at a floating rate of **5% + the prime rate**.
  - Base of 5% if the prime rate is below 5.
  - Cap of 15% if the prime rate is above 15.

Given the historical data, the interest rate will likely be no more than **10%**.

- **Key Takeaway:** If your claim arises from property damage due at least in part by a “force of nature,” you will not be entitled to receive the same 18% interest rate per year on your claim as you could before the insurance bill.

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- Let's look at a hypothetical scenario to see how the insurance bill applies . . .

# Hypothetical Scenario

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- A hurricane off the coast of Texas just destroyed your commercial property and you file a valid claim with your insurer.
- The insurer denies coverage.

# Pre-Suit Requirements

Scenario: A hurricane just destroyed your commercial property and you file a claim with your insurer, which denies coverage. You decide to sue the insurer. What results?

## Result under Insurance Bill:

- No later than 61 days **before** you file a lawsuit, you must give written notice to the “person” you intend to sue.
- A “person” includes a corporation, association, partnership, or other legal entity or individual. This would include an insurance company and their agents.
- An “agent” means an employee, agent, representative, or adjuster who performs any act on behalf of an insurer.

# Pre-Suit Requirements

Scenario: You decide to sue the insurer and the agent in charge of handling the claim. What are you required to do?

## Result under Insurance Bill:

For each “person” you will sue, you must provide **notice** of the following:

1. A **statement of the acts or omissions** giving rise to the claim;
2. The **specific amount** the insurer owes on the claim for damage to or loss of covered property; and
3. The **amount of attorney’s fees** you incurred. You must calculate the attorney’s fees by hours **actually worked** as of the date of notice by a **customary** hourly rate.

# Pre-Suit Requirements

Scenario: You ask your attorney to give the notice required. What must the attorney do?

## Result under Insurance Bill:

Your attorney is required to:

1. Provide a copy of the notice to the claimant (you); and
2. Include a statement in the notice that a copy of the notice was provided to the claimant (you).

# Pre-Suit Requirements

Scenario: Is there any way that I can get out of giving notice?

## Result under Insurance Bill:

**Yes.** You do not need to give notice *before* filing a lawsuit if it is “impractical” because either:

1. You believed that there was insufficient time to give the pre-suit notice before the **limitations period expired**; or
2. The action was asserted as a **counterclaim**.

However, you still must give notice *after* filing a lawsuit or the person you sue can file a “plea in abatement,” which will put the lawsuit on hold. The abatement continues until the 60<sup>th</sup> day after the date of notice.

# Pre-Suit Requirements

Scenario: How does giving notice affect subsequent litigation?

## Result under Insurance Bill:

- Notice will be admissible as evidence in a civil action or an ADR proceeding relating to the claim.
- Notice under Chapter 542A does not relieve you of giving notice under any other applicable law, but you can combine the notices.
- Notice does not limit the evidence of attorney's fees, damage, or loss you can offer at trial.
- If you fail to give notice, the insurer can try to abate the case or you may not get your attorney's fees.

# Pre-Suit Requirements

Scenario: You gave the pre-suit notice to the insurer. Now what?

## Result under Insurance Bill:

- The insurer has **30 days** after receiving the pre-suit notice to send a written request to inspect, photograph, or evaluate the property.
- “If reasonably possible,” the inspection, photography, and evaluation must be completed **within 60 days** after the insurer receives the pre-suit notice.

# Abatement

Scenario: What can the insurer do before or immediately after suit if I do not comply with the requirements in Chapter 542A?

## Result under Insurance Bill:

- The insurer can file a “plea in abatement” which acts as the “pause” button on the litigation remote control.
- The insurer can file the plea no later than 30 days after it files an original answer if one of the following procedural errors occurred:
  - The insurer did not receive pre-suit notice.
  - The insurer requested to inspect the property but was not provided a reasonable opportunity to do so.

The abatement lasts until the later of either (1) 60 days after notice is given, or (2) 15 days after the date inspection is completed.

# Agent Responsibility

Scenario: You also sued the insurance agent in charge of handling the claim, and brought the lawsuit in state court. What result?

## Current Texas Insurance Code Result:

- You can stay in state court.
- The insurance company cannot assume liability for its agent and remove the agent from the lawsuit.

**Remember:** An “agent” includes an employee, agent, representative, or adjuster who performs any act on behalf of an insurer.

## Result under Insurance Bill:

- The insurer has the option to accept liability for its agent.
- If it does, the court must dismiss the action against the agent with prejudice.
- If the agent was the only party keeping the case in state court and the claim is more than \$75,000, the insurer can remove the action to federal court under diversity jurisdiction.

# Damages: Prompt Pay Statute

Scenario: You prevail at trial and your claim was worth \$1 million. How much do you get under the Prompt Pay statute?

## Current Texas Insurance Code Result:

- You are entitled to interest on the amount of the claim at the rate of 18% per year as damages, together with reasonable attorney's fees.
- You would be entitled to \$180,000.

## Result under Insurance Bill:

- You are entitled to interest on the amount of the claim at a floating rate of 5% + the prime rate.

- Base of 5% if the prime rate is below 5.
- Cap of 15% if the prime rate is above 15.

**Example:** If current prime rate is 4.5%, then you would be entitled to \$100,000 (prime rate base of 5% plus 5%=10% interest)

**Example:** If current prime rate is 8%, then you would be entitled to \$130,000 (prime rate plus 5%=13% interest)

# Damages: Prompt Pay Statute

Scenario: If “forces of nature” did not cause your damage, you prevail at trial, and your claim was worth \$1 million, how much do you get under the Prompt Pay statute?

## Current Texas Insurance Code Result:

- You are entitled to interest on the amount of the claim at the rate of 18% per year as damages, together with reasonable attorney’s fees.

## Result under Insurance Bill:

- You are still entitled to interest on the amount of the claim at the rate of 18% per year, along with reasonable and necessary attorney’s fees.
- **Note:** the 18% rate only applies if the damage to the covered real property was not caused by a “force of nature”

# Damages: Attorneys' Fees

Scenario: You prevail at trial for your “force of nature” claim, and have \$20,000 in attorneys' fees. What result?

Current Texas  
Insurance  
Code Result:

Result under Insurance Bill:

You are entitled to “reasonable” attorney’s fees.

You are entitled to the lesser of:

1. Reasonable and necessary fees shown at trial with evidence and determined by the trier of fact to have been incurred in bringing the action;
2. The amount of attorney’s fees that may be awarded to the claimant under other applicable law; or
3. The  $[\text{amount to be awarded in the judgment} \div \text{amount stated in presuit notice}] \times [\text{total amount of reasonable and necessary attorney’s fees determined at trial}]$ .

# Damages: Attorneys' Fees

Scenario: You prevail at trial for your “force of nature” claim, and have \$20,000 in attorneys' fees. What result?

Current Texas  
Insurance  
Code Result:

Result under Insurance Bill:

You are entitled to “reasonable” attorney's fees.

- The court **shall** award the **full** amount of attorney's fees if the [amount to be awarded in the judgment ÷ amount stated in presuit notice] is (1) **greater than or equal to .8**; (2) not limited by the section or another law; and (3) otherwise recoverable under law.

**Example:** You are awarded \$500,000 for your claim but your presuit notice stated that the insurer owed \$250,000. You should receive the **full** amount of your attorney's fees because  $(500,000/250,000) = 2$ , which is greater than **0.8**.

- The court **may not** award attorney's fees if the [amount to be awarded in the judgment ÷ amount stated in presuit notice] is **less than 0.2**.

**Example:** You are awarded \$100,000 for your claim but your presuit notice stated that the insurer owed \$1 million. The court may not award you attorney's fees because  $(100,000/1,000,000) = .1$ , which is less than **0.2**.

# Damages: Attorneys' Fees

Scenario: You prevail at trial for your “force of nature” claim, and have \$20,000 in attorneys’ fees. What result?

## Current Texas Insurance Code Result:

You are entitled to “reasonable” attorney’s fees.

## Result under Insurance Bill:

If you did not give notice at least 61 days before the date you filed the lawsuit, and the defendant/insurer pleads within thirty (30) days after filing an answer that it was entitled but did not receive notice:

- The court “may not award” you attorney’s fees incurred **after** the date the insurer filed the pleading with the court.

**Takeaway:** if you fail to provide the specific amount the insurer owes you for the claim in your notice, you may not get attorney’s fees!

# Key Takeaways

- The Prompt Pay Statute still uses the 18% interest rate if your claim does not involve real property damage caused by a “force of nature.”
- If your claim falls under Chapter 542A, the penalty interest rate becomes a floating rate of “5 plus prime.”
- Chapter 542A applies to any first-party claim for damage to real property involving a “force of nature”—not just hail.
- You will be required to follow the notice and inspection requirements.
- If you fail to follow the notice requirements, you may not get your attorney’s fees.
- The insurers will have more options to slow the process of paying your claims.

# Statutory Bad Faith Update

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- Insurance policy benefits can constitute actual damages for a violation of Chapter 541 so long as policyholders can demonstrate that the damages were “caused by” a violation of the Insurance Code. *USAA Tex. Lloyds Co. v. Menchaca*, 2017 Tex. LEXIS 361, at \*3-4 (Tex. Apr. 7, 2017).



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# **Active Shooter Crisis:** *Identifying and Managing the Risk Before, During, and After the Crisis*

September 7, 2017

Doug Keefer – McGriff, Seibels & Williams, Inc.

Matthew Kelly – AIG

Jason Torres – The Bass Companies

David Taubenfeld – Haynes and Boone, LLP

George Skelton – McGriff, Seibels & Williams, Inc.

# Identify your risks

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- At your table, discuss and prepare a list of risks caused by an active shooter crisis

# Before the Crisis

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## *Pre-Assessing Your Company's Risk*

- Matt Kelly – AIG

# Before/During the Crisis:

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*How to adequately train/prepare your company for an active shooter crisis*

- Jason Torres – The Bass Companies

# *How to adequately train/prepare your company for an active shooter crisis*

- How to Adequately Train for an Active Shooter Crisis
  - Private security perspective & how we train
  - Training ideas
    - Evacuation drills
    - Table top scenarios
    - Outside agency training

# *How to adequately train/prepare your company for an active shooter crisis*

- Color Codes of Awareness

<b>White</b>	Unprepared and unready to take action.
<b>Yellow</b>	Prepared, alert & relaxed. Good situational awareness.
<b>Orange</b>	Alert to probable danger. Ready to take action.
<b>Red</b>	Action Mode. Focused on the emergency at hand.
<b>Black</b>	Panic. Breakdown of physical & mental performance.

- Workplace Safety
  - Access/control, observe/report
  - Employee vetting
  - Investigator mentality
  - Workplace violence

# *How to adequately train/prepare your company for an active shooter crisis*

- Use of Force / Penal Code
  - When are you justified to use force?
  - What is deadly force?
- Social Media Concerns
  - Protecting information
  - Investigative uses
- Panic Alarms
  - Direct reporting
  - Covert reporting

# *How to adequately train/prepare your company for an active shooter crisis*



- Active Shooter Event Strategies
  - Run, Hide, Fight / Avoid, Deny, Defend
  - Who survives these events?
  - What to do when law enforcement arrives
  - Managing the aftermath
- Security Assessments

# After the Crisis

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## *Liability and Insurance considerations*

- David Taubenfeld – Haynes and Boone, LLP

# After the Crisis – *Liability*

## Standard for Employer Liability

- OSHA
  - Section 5(a)(1) of the Occupational Safety and Health Act of 1970, employers are required to provide their employees with a place of employment that is “**free from recognized hazards that are causing or are likely to cause death or serious harm** to its employees.”
- Recent court rulings relative to liability lawsuits have shown that active shooter scenarios have become more prevalent and are now considered a “**recognizable hazard**” to employees.
- *Beneke v. Accent Signage Systems* (Hennepin Cty., Minn. 2013) (allowing two negligent counts against the company to proceed in a wrongful death suit)

# After the Crisis – *Liability*

- Employers must now address the "hazard" of an aggressive intruder or active shooter who means to do harm to people in work settings, including training employees.
- But don't go too far . . .
- *McLean v. Pine Eagle School District* (D. Ore. 2016)
  - School planned an mock active shooter scenario
  - Shooter walked around with a “starter” pistol and pretended to shoot a teacher
  - Teacher filed a lawsuit
  - Court allowed the teacher to seek compensatory damages based on intentional infliction of emotional distress and civil assault against school district and administrators

# After the Crisis – *Insurance Considerations*

- Liabilities
  - Bodily injury
  - Property damage
  - Business interruption loss
  - Public relations
- Policies
  - CGL
  - D&O
  - Property
  - Stand-alone active shooter policies
  - Workers' compensation

# After the Crisis – *Risk Management Considerations*

*George Skelton & Doug Keefer – McGriff, Seibels & Williams, Inc.*

Preparing a policy to govern an active shooter incident includes three phases.

- 1. Prevention**
- 2. Response**
- 3. Recovery**

# After the Crisis

## 1. Prevention

- Human Resources training on behaviors and discussions that could escalate to this type of event
- Semi annual training on the actions that are taken throughout the Active Shooter event
- Bring in members of your local police department to assist with training and procedural considerations during the event
- Here are a couple of resources who are available for training:

Officer Gerald Wilson  
City of Dallas Police Department  
gerald.wilson@dpd.ci.dallas.tx.us  
(214) 808-3077

Lieutenant Pedro Barineau  
City of Garland Police Department  
BarineauP@garlandtx.gov  
(972) 485-4859

# After the Crisis

## 2. Response

- “Run, Hide, & Fight”
- Training will help all employees know escape routes, secure hiding places, and what/how to fight the Shooter.
- This part of the policy may also have emergency numbers to “Text” or call.
- How to respond to the police when they arrive.



# After the Crisis

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## 3. Recovery

Your policy should include both insurance broker and carrier contact information to prepare for:

- Physical & Psychological assistance
- Property damage
- Bodily injury
- Contact with the public and victims' family members
- Media exposure

# After the Crisis

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*Claims Management - Broker Expectations Following the Active Shooter Incident*

# Speakers: Weather-Related Crisis

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**Steve Read**

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**Jeff Verner**

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**Scott Woodward**

Trammell Crow Residential  
Risk Management Director  
[swoodward@tcresidential.com](mailto:swoodward@tcresidential.com)

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# Speakers: Cyber Related Crisis

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**Ashley Bennett Jones**

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**Rick Nietubicz**

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**Violet Sullivan**

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