



AMERICAN COLLEGE OF COVERAGE COUNSEL
www.americancollegecoverage.org

Law Student Practical Skills Writing Competition on Insurance Law Problem

American College of Coverage Counsel (“ACCC”)

The American College of Coverage Counsel, established in 2012, is comprised of preeminent coverage and extracontractual counsel in the United States and Canada, representing the interests of both insurers and policyholders. The College is focused on the creative, ethical and efficient adjudication of insurance coverage and extracontractual disputes, peer-provided scholarship, professional coordination and the improvement of the relationship between and among our diverse members. Through its Board of Regents and its working committees, the College engages in a wide variety of activities designed to promote those goals, in addition to improving the civility and the quality of the practice of insurance law.

The Competition Assignment

Prepare a memorandum, not to exceed 20 single-spaced pages, for your selected client setting forth a legal analysis of the claims and a practical strategy for resolving them. In preparing your analysis, you may cite to other cases but please do so sparingly and only where the facts or holdings seem particularly apt.

Submissions can be made by teams or individuals. LLM students are not eligible to participate.

When and How to Submit

If you plan to participate, please notify us of your intention to do so by sending an email to carol@americancollegecoverage.org no later than March 31, 2021.

When your memorandum is complete, you should submit it electronically in a single file, in Word or PDF format to carol@americancollegecec.org. The first page of your submission (which does not count towards the 20-page limit) should contain a separate cover page which sets out the following information: your name(s), your mailing address(es), your email address(es), your phone number(s), the name of the law school you are attending, and your year (first, second, third, or other (with explanation if other)). No identifying information should be included on any other pages.

The deadline for submission is Friday, April 16, 2021, at 12:00 noon Eastern Time.



Upon receipt, your personal information will be anonymized by the staff of the American College of Coverage Counsel. Your submission will then be reviewed by one or more fellows in the ACCC who are serving as judges for the competition and who, because of the anonymization, will not know your identity or any of the information provided about you.

The submissions will be evaluated based on the creativity of the legal arguments, the persuasiveness of the writing, and the quality of the writing (including citation form according to the Bluebook).

There will be three winners of the competition, with the following prizes:

- **First Place:** Cash prize of \$2,000; an invitation to attend the ACCC Annual Meeting in Chicago on September 22-24, 2021, funded by a travel stipend from the ACCC, to meet and network with ACCC fellows (for information about the Annual Meeting, see www.americancollegecec.org); and a plaque acknowledging the achievement. Prize funds and travel stipend can be allocated to a single person or shared amongst a team.
- **Second Place:** Cash prize of \$1,500; an invitation to attend the ACCC Annual Meeting in Chicago on September 22-24, funded by a travel stipend from the ACCC, to meet and network with ACCC fellows; and a plaque acknowledging the achievement. Prize funds and travel stipend can be allocated to a single person or shared amongst a team.
- **Third Place:** Cash prize of \$1,000; an invitation to attend the ACCC Annual Meeting in Chicago on September 22-24, funded by a travel stipend from the ACCC, to meet and network with ACCC fellows; and a plaque acknowledging the achievement. Prize funds and travel stipend can be allocated to a single person or shared amongst a team.

The winners of the competition will be notified no later than Friday, May 7, 2021.

Honor Code Requirements

You are free to discuss this project with anyone, and to consult any sources of information in doing your research. However, the submission is to be your own work, and should not be written, reviewed, edited or in any other way improved by anyone else. You are not to cite any case or secondary source other than the materials provided herewith.



The Case: It Happened to #MeToo

The summer before his senior year of college, 20-year-old computer science major Brad Wesley applied for a summer job as an instructor at Cyber Sleepaway Camp. After his criminal background check came back clear and his references gave him good reviews, Cyber offered Brad a position. Upon accepting it, Brad received an employee handbook, which prohibited sexual harassment by persons doing business with or for the camp. The handbook includes reporting procedures relating to initiation of an investigation and disciplinary action against anyone found to have violated these policies. Brad signed a Code of Conduct, which made clear that counselors were to socialize with campers only during camp-sponsored programs and events, and never in groups that included less than two additional counselors. Brad started working in June, teaching a 6-week Fortnite® game course to boys ages 10 to 12.

That same summer, best friends and soon-to-be-high school seniors Ashley Silver and Sandra Russo attended Cyber Sleepaway Camp. These 17-year-olds took a 6-week course in Tik-Tok Video Production. Before starting camp, Ashley, Sandra, and their respective parents signed a contract that included a Code of Conduct, which made clear that campers were not to socialize with counselors outside camp-sponsored events or at camp events where there were less than three counselors in attendance.

Ashley and Sandra met Brad at the camp's kick-off party and became fast friends. They socialized at camp-sponsored events over the next few weeks. On the night before camp ended, Ashley and Sandra learned of and attended a party at Brad's fraternity house. While dancing, one of Brad's fraternity brothers rubbed suggestively against Sandra. Meanwhile, Brad and Ashley began a sexual relationship that continued through the Fall, until Ashley's parents learned of it and contacted the police to press charges against Brad.

Ashley, Sandra, and their families sued Brad for sexual harassment and abuse, and Cyber Sleepaway Camp for negligent hiring, training, and supervision of Brad. After receiving notice of this claim, the Camp's liability insurer (Multi-Risk Insurance Company) advised the Camp that there was no coverage for Brad Wesley but that it was continuing to evaluate whether it might owe a defense to Cyber Sleepaway Camp.

The applicable Multi-Risk policy states, "the insurer will pay on behalf of the Insureds all Damages up to the Limit of Liability resulting from an Occurrence to which the insurance applies." It defines Limit of Liability as "the maximum amounts that are provided by the policy to pay Damages for each Occurrence and in the aggregate for all Occurrences." According to the policy's Declarations, it offers \$1 million per Occurrence limits and \$2 million in aggregate limits.



The policy provides coverage for bodily injury or property damage resulting from an Occurrence, which is defined to mean “an accident, including continuous or repeated exposure to conditions, which results in bodily injury neither expected nor intended from the standpoint of the insured.” It contains an Expected or Intended Injury Exclusion. It excludes coverage for bodily injury or property damage expected or intended from the standpoint of the insured.

In light of your reputation as a leading insurance coverage attorney, both Multi-Risk and the Cyber Sleepaway Camp have approached you for advice. Please choose a client and respond to the questions set forth below:

1. Does Multi-Risk Insurance Company have to defend (or otherwise cover) the claim for the Silver family’s negligent hiring, training and supervision claim?
2. Does the Multi-Risk Insurance Company have to defend (or otherwise cover) the claim for the Russo family’s negligent hiring, training and supervision claim?
3. Insofar as Multi-State otherwise owes a coverage, is its indemnity obligation capped by the \$1 million “occurrence” limit or are there multiple “occurrences” triggering the \$2 million aggregate limit?
4. How do you recommend that the client you have accepted (either Cyber Sleep Away Camp or Multi-Risk Insurance Company) proceed to obtain the most favorable result?

You should assume for purposes of your analysis that Multi-Risk’s policy is to be interpreted in accordance with U.S. common law principles of insurance policy interpretation and is not subject to the law of any individual state or jurisdiction. Your analysis should be single-spaced and should not exceed twenty pages.

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