



## Daniel H. Brody

### Overview

Daniel H. Brody concentrates his practice in insurance coverage matters representing insurance carriers, primarily with respect to liability policies for corporate directors and officers and other professionals. His experience includes liability policies for financial institutions, investment managers, broker-dealers, Employee Retirement Income Security Act fiduciaries and employment practices, as well as representations and warranties insurance coverage, general liability and reinsurance policies.

Mr. Brody's experience also includes protecting the interests of insurers from the inception of claims, as well as engaging in coverage litigation when an insurance dispute cannot be resolved amicably.

### Admissions

- New York
- U.S. District Court
  - Eastern District of New York
  - Southern District of New York

### Education

- Hofstra Law – J.D.
  - cum laude
  - Hofstra Law Review, Articles Editor
- Binghamton University – B.A.

### Professional Memberships

- New York State Bar Association

### Experience

### Representative Matters



Partner

### Contact Information

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### Related Practices

- Insurance Coverage & Litigation
- Directors & Officers Liability
- Professional Liability Errors & Omissions - Coverage
- General Liability Coverage
- Employment Practices Liability
- Bad Faith Litigation
- Employee Benefits & ERISA
- Reinsurance Audits & Disputes
- Fidelity and Crime

- *TIAA-CREF v. Ill. Nat'l Ins. Co.*, No. N14C-05-178, 2017 Del. Super. LEXIS 594 (Oct. 23, 2017).
- *Crown Capital Secs, L.P. v. Liberty Surplus Ins. Co.*, No. SACV 14-01068, 2015 U.S. Dist. LEXIS 189362 (C.D. Cal. Mar. 30, 2015).
- *Commonwealth Land Title Ins. Co. v. Am. Signature Servs., Inc.*, No. 13-CV-3266, 2014 WL 672926 (E.D.N.Y. Feb. 20, 2014).

## Publications

- *Can insurers be ensured repayment of defense costs without an express recoupment clause?*, By Michael L. Zigelman, Esq., and Daniel H. Brody, Esq., *Reuters Legal News*, 4-27-2023
- *The Biggest Property & Casualty Insurance Decisions Of 2018*, *Law360*, ft. Michael Zigelman and Daniel Brody
- *New York's Highest Court Holds that Insurers May Waive Coverage Defenses When They Breach the Duty to Defend*, *PLUS Journal*
- *Delaware Supreme Court Rejects Use of "Fundamentally Identical" Standard in Assessing Relatedness of Multiple Claims*

## News

- *Delaware Supreme Court Rejects Use of "Fundamentally Identical" Standard in Assessing Relatedness of Multiple Claims*
- *Press Release: Kaufman Dolowich Announces Four New Partners*
- *KD Alert: California Federal Court Upholds Insurance Policy's New York Forum-Selection Clause*
- *KD Alert: No Insurance for Sandusky Sex Abuse*