

The Dreaded "Arising From" Exclusion Wording

I have often cautioned my agents about the unfavorable (from the insured's and broker's perspective) broadness of an "arising from" exclusion preamble.

There are many exclusions for which this wording is unavoidable, but the impact is horrendous. In the case of insureds that have an incidental or vicarious exposure to bodily injury/property damage claims, unauthorized access, intellectual property, etc., the preferable wording is "for", versus "arising from".

There is a recent decision reported on the www.insurereinsure.com blog, [here](#), wherein the court supported the broadness of this exclusionary language. An insured felt the exclusion should not apply because the wrongful act was perpetrated by a third party. The court confirmed that "arising from" means "arising from whomever, however, wherever, and whenever", (my paraphrasing) and is not limited to those acts perpetrated by the insured. (Please note, I am not an attorney, nor do I play one on TV. Please read the report and its attached opinion for a thorough understanding of the case and all its legal ramifications.)

Beware this broad exclusionary preamble.