

CHRISTOPHER W. WOODWARD

ASSOCIATE



AREAS OF PRACTICE

Professional Liability
Insurance Services

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ADMISSIONS

Pennsylvania
2013

U.S. District Court Middle
District of Pennsylvania

U.S. District Court Western
District of Pennsylvania

U.S. District Court Eastern
District of Pennsylvania

EDUCATION

Widener University School of
Law (J.D., magna cum laude,
2013)

The Pennsylvania State
University (B.A., 2009)

OVERVIEW

Christopher is a member of the Professional Liability Department where his practice is focused on insurance coverage and bad faith litigation.

Prior to joining Marshall Dennehey, Christopher worked as a senior claims examiner where he dealt with coverage issues and the management of professional liability lawsuits with a focus on municipalities.

In 2009 Christopher graduated from Penn State University, earning a Bachelor of Arts degree in English. He later attended Widener University School of Law where he earned his *juris doctor, magna cum laude*, in 2013.

During his time in law school, Christopher was a senior staff member of the *Widener Law Journal* which published his survey analyzing a recent PA Supreme Court administrative law decision in its Spring 2013 issue. Christopher also held an internship for the Pennsylvania Medical Care Availability and Reduction of Error Fund, and clerked for the local staff defense counsel of a national insurance company.

THOUGHT LEADERSHIP

Just How Hard Does Gallagher Hit the Household Vehicle Exclusion?

Harrisburg
Insurance Services

June 1, 2019

Defense Digest, Vol. 25, No. 2, June 2019 By Allison L. Krupp, Esq. and Christopher W. Woodward, Esq. * Key Points:

Legal Updates for Coverage and Bad Faith

Harrisburg

Insurance Services

February 9, 2019

Edited by Allison L. Krupp, Esq.

The Pennsylvania Supreme Court Clarifies the Standard that Courts Must Use When Considering Claims Made for Insurance Bad Faith Under 42 Pa.C.S. § 8371

Harrisburg

Insurance Services

June 1, 2018

Defense Digest, Vol. 24, No. 2, June 2018 by Christopher W. Woodward, Esq.* Key Points: Nearly twenty years after implementation of Pennsylvania's insurance bad faith statute, the Pennsylvania Supreme Court has finally settled the confusion that developed among the lower courts regarding exactly what constitutes the test for bad faith

A general release settling a bodily injury claim that fails to carve out the insured's right to pursue a UIM claim precludes the ability to seek UIM benefits.

Insurance Services

October 1, 2017

An insured settled her bodily injury claim against a tortfeasor and signed a general release in which she agreed to release "any and all other persons or entities whatsoever" from claims arising from the accident. Case Law Alerts, 4th Quarter, October 2017

New Jersey federal court reaffirms that, absent special circumstances, an insurer does not owe a fiduciary duty to an insured.

Insurance Services

October 1, 2017

In a coverage dispute encompassing several claims, an insured alleged its insurer breached its fiduciary duty. The court acknowledged there are circumstances where an insurer owes a fiduciary duty, but it recognized that these are limited. Case Law Alerts, 4th Quarter, October 2017

PUBLISHED WORKS

"Just How Hard Does Gallagher Hit the Household Vehicle Exclusion?," *Defense Digest*, Vol. 25, No. 2, June 2019

"The Pennsylvania Supreme Court Clarifies the Standard that Courts Must Use When Considering Claims Made for Insurance Bad Faith Under 42 Pa.C.S. § 8371," *Defense Digest*, Vol. 24, No. 2, June 2018

Case Law Alerts, regular contributor, 2016-present

"PA Superior Court Decision Means Bad Faith Claims May Live to See Another Day, *Rancosky v. Washington National Insurance Co.*, 2015 Pa. Super. LEXIS 822, 2015 PA Super 264 (Pa. Super. Ct. Dec. 16, 2015)," *Legal Updates for Insurance Coverage and Bad Faith*, March 3, 2016

RESULTS

Defense Prevails in Automobile Liability Case.

Insurance Services

May 11, 2018

We secured the dismissal of a declaratory judgment action filed in federal court against a large insurer. This case arose from a motor vehicle accident that occurred in 2015. The plaintiff averred that she had sustained injuries in excess of the tortfeasor's bodily injury liability limits and sought stacked underinsured motorist (UIM) benefits. While the plaintiff had admittedly signed a rejection of UIM coverage form and a rejection of UIM coverage stacked limits form, she argued that her insurer had altered the statutorily required forms by adding additional language.

Coverage Not Triggered in CGL Policy

Insurance Services

December 6, 2016

We obtained summary judgment in a declaratory judgment action filed on behalf of an insurer in the United States District Court for the Western District of Pennsylvania. At issue was whether coverage (and an ensuing duty to defend) had been triggered under a CGL policy in connection with an underlying breach of contract action. The insured was a subcontractor who had performed work on a boiler, which had been installed as part of a larger construction project at a municipal authority's wastewater treatment facility.