

# Jane A. Horne

Partner

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## Practices

Directors, Officers, Professional, and Corporate Liability Coverage  
Insurance Coverage and Bad Faith Litigation

## Bar Admissions

Commonwealth of Massachusetts  
State of New York  
United States Court of Appeals for the First Circuit  
United States District Court for the District of Massachusetts  
United States District Court for the Eastern District of New York  
United States District Court for the Southern District of New York

## Education

St. John's University School of Law, J.D., *Dean's List*, 2008  
The George Washington University, B.A., *cum laude*, 2004

## Overview

Jane started her legal career in New York, representing insureds in coverage disputes with insurers. Now, insurers rely upon Jane to advise and defend them in complex insurance claims and coverage matters, particularly those involving transactional liability, cyber, data privacy, commercial crime, media, technology errors and omissions, and general liability policies. Jane represents insurance companies in a range of national coverage matters, and works with both U.S. and international-based insurers on M&A claims. She regularly advises clients with regard to the business and legal implications of a variety of coverage issues.

Clients and colleagues alike value Jane's judgment and insight in crafting practical solutions to difficult problems.

## Affiliations

- Tort Trial and Insurance Practice Section, Fidelity and Surety Law Committee
- Massachusetts Bar Association
  - Council Member, Civil Litigation Section Council (2017 – 2019)
  - Attorney Mentor, MBA Tiered Community Mentoring Program (2017 – 2019)
- Boston Bar Association
- Women's Bar Association of Massachusetts
- Professional Liability Underwriting Society

## Articles & Seminars

- Attendee, International Association of Defense Counsel (IADC) Trial Academy, Stanford Law School, 2017

- Co-Author, Recent Developments in Fidelity and Surety Law, Tort Trial & Insurance Practice Law Journal, 2020, 2021, 2022, 2023, and 2024 (forthcoming)
- Co-Author, Federal Excise Bonds Past, Present, and Future in a Post-Pandemic World, Law of Commercial Surety and Miscellaneous Bonds (Third Edition) (2022)
- Co-Author, Discovery: “Who are You?” said the Caterpillar, Fidelity Law Association (2020)
- Speaker, “Discovery: “Who are You?” said the Caterpillar,” TIPS Fidelity & Surety Law Committee & Fidelity Law Association Joint Fall Virtual Program – The Who, What, Where, When and Why of Fidelity Claims – Updating the Basics for the 21st Century (November 2020)
- Federal Court Upholds Denial of Coverage for Insured Whose Son Suffered Fatal Overdose, Federal Bar Association Massachusetts Chapter Newsletter (Fall 2019)
- Speaker, “Survive & Thrive: Tips of the Trade,” Massachusetts Bar Association (February 2018)
- *No Bad Faith by TPA Under Chapters 93A or 176D*, Federal Bar Association Massachusetts Chapter Newsletter (Winter 2018)
- *The Not-So Golden Years: Power of Attorney, Elder Abuse, and Why Our Laws Are Failing a Vulnerable Population*, 82 ST. JOHN’S L. REV. 289 (2007)

## Representative Cases

- *McGuiggin v. Zurich Am. Ins. Co.*, No. CV 17-11523-LTS, 2019 WL 1333268 (D. Mass. Mar. 25, 2019) (affirming insurer’s decision that insured was not entitled to policy benefits following the untimely death of her son from a fatal overdose).
- *Calandro v. Sedgwick Claims Mgmt. Servs.*, No. CV 15-10533, 2017 WL 5593777 (D. Mass. Nov. 21, 2017) (holding that defendant did not violate MGL c. 176D or 93A, following a four-day bench trial); *affirmed by Calandro v. Sedgwick Claims Mgmt. Servs., Inc.*, 919 F.3d 26 (1st Cir. 2019)
- *Cohne v. Navigators Specialty Ins. Co.*, 361 F. Supp. 3d 132 (D. Mass. 2019) (denying insured’s motion for summary judgment and declaring that insurer had no duty to defend insured in two pending actions on basis of policy exclusion).
- *Caira v. Zurich Am. Ins. Co.*, 91 Mass. App. Ct. 374 (2017) (holding that insurer’s insistence that passenger release claims against insureds as a condition of payment of the available policy limit was not an unfair claim settlement practice)
- *Welch Foods, Inc. v. Nat’l Union Fire Ins. Co. of Pittsburgh, PA*, 659 F.3d 191, 193 (1<sup>st</sup> Cir. 2011)(affirming that exclusion in not-for-profit insurance policy regarding “unfair competition” or “deceptive trade practice” applied to claims alleging deceptive trade practices, false and misleading advertising, and deceptive labeling).
- *Kassner v. Chase Home Fin., LLC*, CIV.A. 11-10643-RWZ, 2012 WL 260392, at \*9 (D. Mass. Jan. 27, 2012)(successful motion to dismiss plaintiff’s nine-count complaint alleging various violations of state and federal real estate and consumer protection laws in connection with a \$1.9 million residential home loan issued to plaintiff).
- *Town of Saugus v. Zurich American Ins. Co.*, 791 F. Supp. 2d 274 (D. Mass. 2011)(successful motion for summary judgment, holding that homeowner’s § 1983 claims against insured town “arose from” litigation prior to public official liability policy’s effective date; claim thus fell within policy’s prior

litigation exclusion; and insurer had no duty to defend).

### Awards

- “Rising Stars,” *Super Lawyers* (2012-present), Top Women Attorneys in Massachusetts (2012-present)
- Fellow, Massachusetts Bar Association Leadership Academy (2016-2017)



### Interests

- Board of Trustees, Temple Shir Tikva in Wayland, MA (2016 to 2023)
- Board Member, Wayland Children and Parents Association (2015 to 2017)
- Community Volunteer for refugee resettlement efforts (Jewish Family Services, Family Promise MetroWest)
- Before becoming a lawyer, Jane spent a very interesting year as a newspaper reporter in upstate New York. She won two New York Press Association awards, one for best news story and one for best education story.
- Outside of the office, Jane can often be found on a sports field with her four young boys.