

Kentucky Court Of Appeals
Cases of Note
[March-April, 2021](#)

Note: To open hyperlink, take one of the following steps:

1. Hold down the control (“Ctrl”) key and click on the link.
2. Right-click on the link and select “Open Hyperlink”.

Note: No cases of interest in April.

INSURANCE

DARWIN NATIONAL ASSURANCE COMPANY (NOW KNOWN AS ALLIED WORLD SPECIALTY INSURANCE COMPANY) v. KENTUCKY STATE UNIVERSITY
[2019-CA-1811 03/19/2021 2021 WL 1045716](#)

Opinion by MAZE, IRV; LAMBERT, J. (CONCURS) AND L. THOMPSON, J. (CONCURS)
Appellant, Allied World, issued a claims-made-and-reported policy to Kentucky State University (KSU), which required that a claim occurring during the coverage period be reported no later than ninety days after coverage ended. KSU reported a claim to Allied World ninety-three days after coverage ended. Allied World denied coverage. KSU brought a third-party complaint against Allied World for coverage, among other claims. KSU argued it substantially complied with the policy requirements, while Allied World argued KSU failed to meet the policy requirements. The circuit court granted summary judgment to KSU, holding the notice-prejudice rule applied. Because Allied World was not prejudiced by receiving notice of a claim three-days late, the court held KSU was entitled to coverage. Allied World appealed. The Court of Appeals reversed the circuit court. Following *Jones v. Bituminous Cas. Corp.*, 821 S.W.2d 798 (Ky. 1991) and public policy considerations, the Court held that, because the policy was unambiguous, the notice-prejudice rule did not apply to this claims-made-and-reported policy.