

# COVID-19: Construction Contracts and Potential Claims Under Business Interruption, Civil Authority, and Other Insurance Policies and Endorsements

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**A discussion of the claims that contractors and owners can make under their insurance policies to mitigate the losses they are likely to incur as a result of COVID-19, including any contractual, legal, and regulatory challenges they may face. This Note also discusses pending insurance suits and state legislation that have been proposed to reduce or eliminate these challenges.**

The onset of the 2019 novel coronavirus disease (COVID-19) and its devastating financial impact on the construction industry throughout the world have caused owners, developers, construction managers, contractors, design professionals, suppliers, and vendors to evaluate if their insurance policies cover their losses. This Note focuses on insurance coverage common in the construction industry that these parties need to review and evaluate, including:

- Business interruption (BI) policies and endorsements.
- Civil authority coverage.
- Trade disruption and supply chain risk insurance.
- Builder's risk insurance.

While some of these policies may appear helpful at first gloss, they are not likely, without legislative intervention, to provide relief for losses contractors and owners may incur as a result of COVID-19.

For information on the effects of COVID-19 on the construction industry, see Articles, [COVID-19 and Force Majeure Provisions in EPC Contracts and Other Construction Contracts \(W-024-6088\)](#) and [COVID-19: Key Considerations for Privately Owned Construction Projects \(W-024-7816\)](#). For information on COVID-19 generally, see the [Global Coronavirus Toolkit \(W-024-3138\)](#).

## BUSINESS INTERRUPTION INSURANCE

BI insurance, also known as business income insurance, is not generally provided as an independent insurance policy. It is instead

typically available as a separate coverage part of a first-party property policy purchased by a business (the insured). A first-party insurance policy obligates the insurance company to pay benefits directly to the insured for losses they suffer to their own interests in property or profits. These policies may provide for all losses unless expressly excluded (an all risk form) or only for certain "named perils" (a "named peril" form). For more information, see Practice Note, [First-Party Property Insurance Policies: All Risk and Named Perils Policies \(5-504-4845\)](#).

BI insurance may compensate an insured for certain losses due to a slowdown or suspension of its operations. Recovery can include the insured's:

- Lost revenue.
- Certain expenditures, such as rent or lease payments, relocation costs, employee wages, and taxes.
- Loan payments.

The goal of BI or business income insurance is to replace the net income of the insured that is lost as a result of the suspension of operations because of a covered peril (for example, fire, wind, or lightning). Depending on the terms of the policy, recovery may also be available for damages resulting from certain orders by civil or military authorities that prohibit a business from engaging in its usual operations (see [Civil Authority Coverage](#)).

Although BI insurance may on a preliminary assessment seem like a promising avenue for parties to construction projects to mitigate their losses caused by the cessation of these projects due to the repercussions of COVID-19, including governmental orders shutting down business operations, due to the limitations on BI coverage in the standard policies and certain common exclusions, it is unlikely most owners or contractors will be able to obtain significant relief from their carriers under these policies.

## SCOPE OF BUSINESS INTERRUPTION COVERAGE

A typical BI insurance clause, written on the Insurance Services Office (ISO) form for commercial property coverage on which many policies are based, require that the loss for which an insured is seeking recovery be caused by direct physical loss of or damage to property. (The ISO is the organization primarily responsible for drafting

standard policy forms that insurance companies may choose to use for various coverages.)

A typical BI insurance clause reads as follows:

“We will pay for the actual loss of business income you sustain due to the necessary suspension of your “operations” during the period of “restoration.” The suspension must be caused by the **direct physical loss, damage, or destruction to property**. The loss or damage must be caused by or result from a covered cause of loss.” (Emphasis supplied.)

One of the most difficult hurdles for an insured to clear in pursuing a COVID-19-related claim under a BI policy is the requirement that the losses be caused by direct physical loss of or damage to property at the premise described in the declarations. (The declarations page is usually the first page of the policy and it summarizes the terms of the policy (see Practice Note, Insurance Policies and Coverage: Overview: Declarations ([9-505-0561](#)))).

The extensive losses that insureds may suffer on a construction project as a result of COVID-19 are generally not likely to qualify as physical damage to property. These losses are largely being incurred due to government-mandated shutdowns of all projects deemed “non-essential” which varies by the state. Even in those jurisdictions where certain construction projects are deemed to be essential businesses and can continue, losses are still accruing from delayed supply chains and the unavailability of trades and materialmen. Because these economic project losses generally do not relate to or result in “physical damage,” it is unlikely that coverage for these losses will be available under BI policies.

Recovery under these policies is made more challenging in cases where a construction project is allowed to proceed under a shutdown order as an essential business but has to temporarily halt work because several on-site workers have contracted COVID-19. It may be argued in this case that COVID-19 has physically damaged the construction site and therefore the resultant work stoppage qualifies as a covered loss under the BI policy.

There is case law to support the argument that COVID-19 constitutes direct physical loss. For example, in *Gregory Packaging, Inc. v. Travelers Property Casualty Co. of America*, the court found that a property “can sustain physical loss or damage without experiencing structural alteration” (2014 WL 6675934, at 5 (D.N.J. Nov. 25, 2014)). However, there are also many cases that support the opposite view: physical loss requires visible or structural damage to the insured property. The outcome may depend on the governing law of the policy.

Another obstacle with this argument is that the construction site is not likely to be a premise described in the policy declarations. A property policy covers the insured’s property at the locations described in the declarations and extends to property owned by the contractor within 1,000 ft of the described premises. Property policies are designed to cover buildings and business personal property at their owned or leased locations. The policy is specific in terms of what is considered to be covered property and it relies on a schedule that is in essence a part of the declarations. Jobsites are not scheduled on a contractors’ property policies. Even if this obstacle can be overcome, it remains to be seen if COVID-19 will be considered direct physical loss or damage to the construction site itself.

For the vast majority of damages suffered by the construction industry as a result of COVID-19, including those resulting from government-mandated project shutdowns, slowdowns in the supply chain, distribution changes, and work stoppages, BI insurance is generally likely to be denied.

For a discussion of how different states and localities are characterizing an essential business, see Practice Notes, State Resources Chart for COVID-19 Emergency Measures Monitoring ([W-024-8433](#)) and COVID-19: Select State and Local Business Closures Tracker ([W-024-7550](#)). For more information on supply chain implications of COVID-19, see Questions for Troubled Customers and Counterparties During the COVID-19 Crisis: Supply Concerns ([W-024-6100](#)), Managing Supply Chain Disruptions in a Crisis Checklist ([W-024-7144](#)) and Practice Note, Managing Supply Chain Disruptions in a Crisis ([W-024-5011](#)).

### POLICY EXCLUSIONS MAY PREVENT COVERAGE RELATED TO COVID-19

In addition to the possibly insurmountable ‘physical loss or damage to property’ hurdle discussed above, there are several exclusions existing under BI policies that may also cause coverage to be denied. These include:

- Virus exclusions.
- Unfavorable business condition exclusion.
- Pollution exclusion.
- Loss of market exclusion.

#### Virus Exclusion

Many BI policies contain “virus exclusions” that were written in response to the 2003 worldwide spread of SARS (see ISO Form CP0140 (0706): “Exclusion for Loss due to Virus or Bacteria”). These exclusions began appearing in BI policies to avoid coverage for something like COVID-19. In fact, state legislatures passed new laws at the time specifically allowing insurance companies to exclude virus losses from coverage. In the aftermath of mounting COVID-19 losses, some states are trying to change these laws to allow recovery in certain limited cases (see Legislative Attempts to Bring COVID-19 Related Damages Within the Purview of BI Insurance).

For example, a standard virus exclusion provides as follows:

“The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.”

“We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from “fungus”, wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.” (Emphasis added.)

“With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to “pollutants.””

If a policy includes the virus exclusion, the issue of whether a claim arising from a physical loss or damage to the covered property as a result of the presence COVID-19 in the business premises or from a government mandated shutdown satisfies the physical loss or damage requirement, may be moot. The presence of a virus or pandemic exclusion in a policy makes it difficult if not impossible for an insured contractor to recover.

### Unfavorable Business Condition Exclusion

In addition to a virus exclusion, standard BI policies also exclude losses or damage caused by “unfavorable business conditions” or damage caused by “delay, loss or use of market.” In other words, damages incurred as a result of the inevitable (and already present) economic fallout from COVID-19 is not covered under a BI policy.

While there have been attempts at the state and federal levels to mitigate these damages (see, for example, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)), the damage to the US and global economies are expected to be significant.

### Pollution Exclusion

Absolute pollution exclusions are also common in the majority of BI policies. They provide that the insurer will not pay for loss or damage caused by or resulting from discharge, dispersal, seepage, migration, release, or escape (collectively, dispersal) of pollutants unless caused by a “specified causes of loss.” If the dispersal results in a specified cause of loss, however, the insurer will pay for the loss or damage caused by that specified cause of loss. A “specified cause of loss” is typically defined as:

“fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.”

Insureds may try to argue that COVID-19 should be deemed to be a “pollutant.” Policies have varying definitions of “pollutants” and in some cases, it is not a defined term in the policy. Based on case law in varying jurisdictions, it is possible that COVID-19 may be defined as a pollutant.

If this argument is unsuccessful, an owner or contractor can argue that the dispersal was not caused by a specified cause of loss but rather resulted in a specified cause of loss, such as a civil commotion, and that coverage for that loss should therefore be available.

It should be noted that simply avoiding the application of exclusion does not result in coverage, if the insured cannot in the first instance demonstrate that it falls within the BI or Civil Authority Coverage discussed below (see Civil Authority Coverage).

### Loss of Market Exclusion

The loss of market exclusion typically provides that an insurer will not pay for loss or damage caused by or resulting from delay, loss of use, or loss of market. Insurance companies are likely to argue that this exclusion bars any claims resulting from cancellation of construction projects by owners.

## LEGISLATIVE ATTEMPTS TO BRING COVID-19 RELATED DAMAGES WITHIN THE PURVIEW OF BI INSURANCE

Several states have drafted legislation that attempt to rewrite existing insurance policies to force insurers to cover BI claims caused by COVID-19. The State of New Jersey was the first to introduce this legislation. Introduced on March 16, 2020, Assembly Bill 3844 would have required property insurers to cover BI losses arising from COVID-19 sustained by small businesses (defined as a business that has less than 100 employees working more than 25 hours a week in the state of New Jersey) that had policies in effect as of March 9, 2020. This bill was pulled before being voted on by the full State Assembly.

Several other states have introduced similar legislation, including:

- Pennsylvania, which introduced House Bill 2372 on April 3, 2020.
- Louisiana, which introduced Senate Bill 477 on March 31, 2020.
- New York, which introduced New York Assembly Bill 10226 on March 27, 2020.
- Ohio, which introduced H.B. No. 589 on March 24, 2020.
- Massachusetts, which introduced Senate Docket 2888 on March 24, 2020.

For more information on some of these bills, see Legal Update, New York and New Jersey Seek Clarity on Insurance Coverage for COVID-19 Losses and Insureds File the First COVID-19 Coverage Suits ([W-024-5770](#)).

Similar to the pulled New Jersey bill, these bills also impose limitations or conditions to coverage. As drafted, they mostly apply to:

- Insureds that have a relatively small number of employees.
- Policies that were in effect when the state declared a state of emergency.

So far, none of these bills has made any meaningful progress in their respective state legislatures.

The insurance industry has raised several issues with these bills, including, they:

- Attempt to overturn centuries of contract law precedent and would have ripple effects into all other areas of business if ever passed.
- May chase insurance companies out of the states that pass this legislation, leaving the business community with fewer or no options to place their insurance in the future.
- May result in many insurers becoming insolvent.

Insurers have also argued that these bills violate of the Contracts Clause of the US Constitution, which provides that “[n]o State shall ... pass any ... Law impairing the Obligation of Contracts.” (U.S. Const. Art. I, §10, cl. 1).

For these reasons, many lawmakers and market observers believe that a Federal government solution is required. Most states have adopted a wait and see approach as the federal government ponders a solution similar to that of the Terrorism Risk Insurance Act which passed after September 11th. In the interim, the National Association of Insurance Commissioners (NAIC) has urged Congress not to take

action that would require insurers to cover COVID-19 losses under BI policies where the policy excludes coverage for communicable diseases. In a recent statement, the NAIC argued that:

“[B]usiness interruption policies were generally not designed or priced to provide coverage against communicable diseases, such as COVID-19 and therefore include exclusions for that risk. Insurance ... is not typically well suited for a global pandemic where virtually every policyholder suffers significant losses at the same time for an extended period... [I]f insurance companies are required to cover such claims, such an action would create substantial solvency risks for the sector, significantly undermine the ability of insurers to pay other types of claims, and potentially exacerbate the negative financial and economic impacts the country is currently experiencing.”

Several states that have not yet proposed legislation are also analyzing the issue and have circulated surveys to insurance companies to better understand their BI coverage and the potential effect on insurance customers in their state. For example, on March 26, 2020, the California Department of Insurance issued a Business Interruption Survey Notice to all admitted and non-admitted insurance companies requesting certain information relating to business interruption, civil authority, contingent business interruption, and supply chain coverage provided by commercial insurance policies.

#### PENDING CLAIMS AGAINST CARRIERS FOR THEIR DENIAL OF COVID-19 INSURANCE COVERAGE

Several lawsuits have been filed against insurance companies seeking coverage for BI losses as a result of COVID-19. The first suit was filed on March 16, 2020 by the Oceana Grill (Cajun Conti, LLC) in Louisiana state court against their property carrier Lloyd's of London (*Cajun Conti LLC et al. v. Certain Underwriters at Lloyd's, London et al.*, 2020 WL 1298797 (La. Dist. Ct., Orleans Parish Mar. 16, 2020)). Oceana Grill is likely to face many of the hurdles discussed in this Note to overcome, but their coverage may contain unique features not seen in domestic property placements. For more information on this suit, see Legal Update, New York and New Jersey Seek Clarity on Insurance Coverage for COVID-19 Losses and Insureds File the First COVID-19 Coverage Suits: First Petition for Declaratory Judgment Filed to Enforce Business Interruption Coverage ([W-024-5770](#)).

Other lawsuits that have been filed include:

- The acclaimed chef and restaurant owner Thomas Keller's suit against The Hartford Fire Insurance Company in California state court (*French Laundry Partners LP et al. v. Hartford Fire Ins. Co.*, complaint filed (Cal. Super. Ct., Mar. 25, 2020).)
- The El Novillo class action suit against Lloyd's of London in a Florida federal court (*El Novillo Restaurant et al. v. Certain Underwriters at Lloyd's London et al.*, 2020 WL 1845908 (S.D. Fla. Apr. 9, 2020).)
- The Choctaw and Chickasaw Nation tribes' suits against a group of insurers in Oklahoma state court in connection with the closure of their casinos (*Chickasaw Nation Dep't of Commerce v. Lexington Ins. Co. et al.*, 2020 WL 1684037 (Okla. Dist. Ct., Pontotoc Cty. Mar. 24, 2020) and *Choctaw Nation of Oklahoma v. Lexington Ins. Co. et al.*, 2020 WL 1683947 (Okla. Dist. Ct., Bryan Cty. Mar. 24, 2020)).

The success of these suits is likely to vary based on the terms and governing laws of the policies, including whether the policy explicitly excludes viruses and pandemics. There is also likely to be no quick resolution in these cases. Different courts are also likely to arrive at different conclusions when the arguments are all presented.

#### CIVIL AUTHORITY COVERAGE

Many BI policies also contain endorsements that provide for Civil Authority Coverage. This endorsement insures against losses resulting from governmental (whether local, state, or federal) orders that prohibit access to an insured's premises due to direct physical loss of, or damage to, property other than at the insured's premises (see Practice Note, Insurance Policies and Coverage: Overview: Endorsements ([9-505-0561](#))). While this endorsement may sound like a promising source of funds because many construction contractors are suffering damages due to state and local orders imposing stay-at-home orders, closures of nonessential businesses, curfews, quarantines, and transportation restrictions, the application of Civil Authority Coverage to COVID-19 losses of construction contractors is problematic for several reasons.

These reasons include:

- Civil authority coverage applies when an order from a governmental authority prevents access to an insured's property (for example, the insured's main office location) because of a loss that occurs at a third-party location. This differs from the scenario when the contractor is prohibited from access to the jobsite location (which is not a described premise in the property policy) by order of a civil authority. For the civil authority coverage to be triggered, the governmental authority must prevent access to the premises described in the declarations of the property policy.
- Depending on the policy language and the law governing the policy, coverage is conditioned on business losses that are a direct result of the damage to the insured's property, or in some cases property at locations adjacent to the insured's place of business. The civil authority coverage grant does not typically apply to the policy's entire limit of insurance and is subject to a lesser "sublimit" of insurance.

In response to the COVID-19 crisis, the ISO created two new "advisory" endorsements related to Civil Authority Coverage:

- Business Interruption: Limited Coverage for Certain Civil Authority Orders Relating to Coronavirus.
- Business Interruption: Limited Coverage for Certain Civil Authority Orders Relating to Coronavirus (Including Orders Restricting Some Modes of Public Transportation).

These endorsements trigger coverage:

"to the extent that such loss and expense are caused by order of a civil authority to close your business or to place all or part of the described premises under quarantine in an effort to avoid infection by Coronavirus or limit the spread of such infection".

This is a broad coverage trigger that is likely to provide coverage for "stay at home" orders because it does not include any requirement of direct physical loss to covered property. As of the date of this Note,

we are not aware of any carrier willing to provide these new ISO “advisory” endorsements.

These new ISO “advisory” COVID-19 endorsements are similar to the Ebola ISO advisory endorsements issued after that pandemic in 2014. It remains to be seen if any insurance company uses these endorsements.

For more information on this type of coverage, see Practice Note, *First-Party Property Insurance Policies: Civil Authority Coverage* ([5-504-4845](#)).

Many of the pending suits against insurers are also seeking recovery for their losses under the civil authority endorsement in their insurance policies. For example, the French Laundry restaurants have argued in their complaint that:

“insurance is extended to apply to the actual loss of business income sustained and the actual, necessary and reasonable extra expenses incurred when access to the scheduled premises is specifically prohibited by order of civil authority as the direct result of a covered cause of loss to property in the immediate area of plaintiffs’ scheduled premises. ...The policy is an all-risk policy, insofar as it provides that covered causes of loss under the policy means direct physical loss or direct physical damage unless the loss is specifically excluded or limited in the policy.” (see *French Laundry Partners at 3*).

For more information on these suits, see *Pending Claims Against Carriers for their Denial of COVID-19 Insurance Coverage*.

## TRADE DISRUPTION AND SUPPLY CHAIN RISK INSURANCE

Though less common, parties to a construction project may consider looking in their insurance toolboxes for a “trade disruption” or “supply chain risk” insurance policy. These policies may provide coverage, especially for projects that rely on specialty materials or equipment (often from abroad) that are not “off the shelf.”

The International Risk Management Institute, Inc (IRMI) defines trade disruption insurance as:

“political insurance that covers loss of gross earnings and extra expenses caused by a delay or non-arrival of supplies or stocks arising from foreign government actions or inaction. Such losses can arise from embargoes, expropriation, nationalization, interference with transportation, and similar actions.”

Supply chain risk insurance similarly provides coverage for losses incurred by disruptions to supply chains. Often offering coverage broader than the standard “property damage” language, these policies can also cover losses incurred as a result of natural disasters, labor issues, and, “public health emergencies.”

Trade and supply chain disruptions have occurred and are likely to continue to occur during the COVID-19 crisis and its aftermath. Suppliers and manufacturers are shut down or behind schedule, and shipments are delayed. These trade impediments can result in delays to the critical path and cause losses to owners, developers, contractors, and subcontractors. For more information on these issues, see *Managing Supply Chain Disruptions in a Crisis Checklist and Practice Note, Managing Supply Chain Disruptions in a Crisis* ([W-024-7144](#)).

Force majeure clauses of construction contracts may provide for relief for delays in the project schedule attributable to COVID-19 but not costs impacts (see Article, *COVID-19 and Force Majeure Provisions in EPC Contracts and Other Construction Contracts* ([W-024-6088](#))). These contracts often include a no damage for delay clause that denies coverage for delay-related losses and limits the remedy to an extension of time. Contractors and their advisors should consider whether trade and supply chain disruptions caused by COVID-19 are an exception to this clause. For more information on these clauses and their enforceability in different states, see *State Q&A Tool: Construction Laws and Customs: Question 24*.

Coverage depends on each specific policy, as well as the cause of these losses. For example, a contractor may have trouble claiming coverage for supply chain or trade delays if the project is not permitted to proceed as a result of a government shutdown order. If, on the other hand, the project resides in a jurisdiction where construction can proceed, but is being delayed by supply and trade delays, these policies may provide certain applicable coverage.

## BUILDER’S RISK INSURANCE

Builder’s risk insurance generally covers a contractor’s property, material and equipment for projects that are under construction. Each builder’s risk policy is different, but these policies typically cover property damage resulting from certain covered events. These policies also usually only cover loss or damage to physical property. For that reason, these policies explicitly cover weather-related events, fires, or theft. They typically do not cover damages arising from pandemics, epidemics, viruses, or other public health emergencies. As a result, contractors and owners may find it difficult to seek recovery under these policies.

These policies can be drafted to provide coverage for an owner’s loss of rents or income because of a delay to the construction project as a result of a “covered peril”. If this modification was included in the policy and it can be proven that the loss was a result of a “covered peril,” there is a chance that an owner may be able recover for its loss of rents or income. But the obstacles mentioned above apply here as well. and coverage likely depends on COVID-19 being considered a covered peril and the damage constituting a direct physical loss.

For more information on these policies, see Practice Notes, *Property and Liability Insurance in Real Estate Transactions: Builder’s Risk Insurance* ([6-600-9765](#)) and *Insurance Issues for Lenders in Secured Loan Transactions* ([4-517-8901](#)).

## PRACTICE POINTS

The construction industry faces many hurdles under standard insurance policies to invoke coverage for COVID-19 related losses. It is imperative that owners, contractors, and other project participants identify all policies applicable to the project (whether owner-held or contractor-held) and review the policy’s specific terms, endorsements, and addendums to determine whether coverage for COVID-19 losses exists. Insurance policies vary by the insurance company and by the insured. However, these parties should not be discouraged by the difficulties relating to application of the policy language to business losses due to COVID-19. Although a long shot, there may be legislative or regulatory relief available, despite the terms of the policies.

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- Insurance Policies and Coverage: Overview ([9-505-0561](#)) • Law stated as of 15-Mar-2011

### Practice notes

- First-Party Property Insurance Policies ([5-504-4845](#)) • Law stated as of 08-Feb-2011
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### Checklists

- Insurance Coverage for COVID-19 Losses Chart ([W-024-5319](#)) • Maintained

### Articles

- Commercial and Contract Law Implications of the COVID-19 Pandemic ([W-024-5641](#)) • Law stated as of 24-Mar-2020
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