



**Mark Deptula** is a partner who represents and advises insurers and reinsurers in complex reinsurance and first- and third-party coverage disputes including construction defect, aviation, pollution, property damage, product liability, sexual molestation, concussion, asbestos and health hazard matters as well as high-exposure extracontractual and bad faith claims. Mark has also advised life insurers regarding coverage issues including potentially disputed claims based on the insured's misrepresentations in the application for life insurance. Mark has been recognized as a top insurance coverage attorney and named to the "Illinois Rising Stars" list by *Super Lawyers*.

## REPRESENTATIVE MATTERS

Successfully obtained a multi-million dollar arbitration award for asbestos related losses on behalf of a major U.S. casualty insurer in a confidential reinsurance arbitration against London based reinsurers under excess of loss and quota share reinsurance treaties.

Represented an international reinsurer in a two week confidential arbitration defending against the cedent's claims to recover over \$30 million for sexual abuse claim payments.

Defended a U.S. casualty insurer against multi-million bad faith claims in the U.S. District Court for the District of Colorado, including through a week-long jury trial, defending against claims that the insurer allegedly failed to timely settle the underlying fishery construction defect lawsuit against the insured, and where the insurer previously prevailed on coverage defenses that presented an issue of first impression under Colorado law.

***Adrenaline Sports Management, Inc. v. Greenlayer, LLC, et al.***, Case No. 1-18-0802 (Ill. Ct. App.). In a unanimous ruling by the Illinois First District Court of Appeals, the court affirmed the circuit court's dismissal of a fraud and breach of contract lawsuit where there was another action pending between the same parties involving the same contract dispute in Oregon state court, and declining to apply judicial estoppel to prevent Greenlayer from arguing that the two competing actions involved the same cause.

Lead counsel in a successful confidential reinsurance arbitration on behalf of a London insurer, which resulted in the full recovery of amounts claimed due from a European reinsurer for asbestos, property and casualty losses, including an award of pre-hearing security, which was used to promptly satisfy the panel's unanimous award.

Lead counsel in a successful confidential reinsurance arbitration on behalf of a London casualty insurer and recovered under a reinsurance assumption agreement ("cut through") after the client's reinsurer was placed into liquidation and in which the panel unanimously rejected the reinsurer's defenses including that the cut-through was not triggered, late notice, and a commutation agreement between the reinsurer and the liquidator precluded recovery.

Represented a major U.S. casualty reinsurer in a week long confidential arbitration defending against a cedant's claims to recover excess of policy limits damages under excess of loss and umbrella quota share reinsurance treaties.

Obtained summary judgment in Wisconsin state court for a domestic insurer defeating the insured's claims for breach of contract and bad faith under homeowner primary and

## Contact Information

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## Practice Areas

- Appellate and Trial Triage
- Arbitration
- Bad Faith
- Commercial General Liability
- Counseling and Risk Management
- Coverage Litigation
- General Commercial Litigation
- Reinsurance
- Sexual Misconduct Coverage

## Education

- John Marshall Law School, J.D. 1999, *cum laude*
- University of Florida, B.A. Criminology 1996

## Memberships

- Illinois State Bar Association, Insurance Law Section Council
- Claims Litigation Management Alliance (CLM)

## Admissions

- Illinois
- U.S. District Courts for the Northern Districts of Illinois
- U.S. District Courts for the Central Districts of Illinois
- U.S. District Courts for the Northern Districts of Indiana
- U.S. District Court for the

umbrella policies for claims asserted against the insured for intentional misrepresentations arising out of the sale of the insured's \$1.8 million home.

***Underwriters at Lloyd's, London v. DynCorp***, 2016 WL 1590949 (Del.Ch. March 24, 2016). Worked with a trial team in representing London aviation underwriters in prosecuting rescission and reformation actions and defending declaratory judgment action pending in Delaware state court for claims arising out of chemical spraying operations performed to eradicate opium production in Colombia.

***Fidelity Investments Life Ins. Co. v. Squire***, 2011 WL 1399259 (N.D.Ill. April 13, 2011). Prosecuted declaratory judgment action in Northern District of Illinois on behalf of life insurer where insured committed murder then used the corpse to feign his death for purposes of defrauding insurer of \$5 million policy benefits and obtained dismissal of bad faith and vexatious delay claims against the client.

Member of a trial team for an international insurance client in a confidential four week arbitration in which the damages sought exceeded \$125 million for alleged asbestos bodily injury liabilities.

## PRESENTATIONS

"Legal Update – Successor Liability and Insurance" - Association of Insurance and Reinsurance Run-off Companies (AIRROC) Mid-West Region Education Day, May 25, 2016

"Legal Update – Privilege and Communications with Reinsurers" – AIRROC Mid-West Region Education Day, June 12, 2014

## PUBLICATIONS

"Bad Faith Claims In Illinois" in Insurance Law (Illinois Institute for Continuing Education, 2023)

"Florida's New Bad Faith Law: Attorney Fee Shifting for Insureds Repealed in Most Cases, Duty of Good Faith Imposed on Claimants and Insureds, and Safe Harbors Provided to Insurers," BatesCarey LLP News (March 28, 2023)

"New Year, New California Requirements for Time-Limited Demands," BatesCarey LLP News (January 5, 2023)

"Reinsurer 'Access to Records' and 'Common Interest' – Permitting Access and Preserving Privilege, Co-author, ARIAS Quarterly, 2<sup>nd</sup> Quarter, 2016

"Third-Party Payments Can Satisfy Self-Insured Retention," Law360, March 25, 2014

District of Colorado

- U.S. Court of Appeals for the Tenth Circuit