

**ALERT**

# Insurer's Claim Files Not Discoverable Where Policy Language Found Unambiguous

January 2, 2013

The United States District Court for the Southern District of Indiana has sustained an insurer's renewed objection to a magistrate judge's prior discovery order granting the insured's motion to compel the production of underwriting files, advertising materials, claims manuals, and communications with reinsurers. *National Union Fire Ins. Co. of Pittsburgh, PA v. Mead Johnson & Co.*, 2012 WL 6627068 (S.D. Ind. Dec. 11, 2012). At issue in the coverage dispute was whether certain claims against the insured fell within the definition of "personal or advertising injury," which the policy defined as "injury . . . arising out of one or more offenses," including an "[o]ral or written publication . . . that . . . disparages a person's or organization's goods, products, or services." The court determined that this policy language was unambiguous. Thus, the extrinsic evidence at issue in the motion to compel was irrelevant and not subject to discovery.

The opinion is available [here](#).

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