



## THOMAS S. SCHAUFELBERGER

### PARTNER

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#### SERVICES

Corporate Governance  
Cybersecurity and Privacy  
Cyber Insurance  
Employee Benefits and  
ERISA Litigation  
Appellate  
Litigation  
Commercial Litigation  
Directors and Officers and  
Professional Liability

#### INDUSTRIES

Insurance  
Construction

Tom Schaufelberger is a Partner, and has served on the Firm's Executive Committee and as Vice Chair of the Litigation Department, and the Insurance Practice Group. He focuses his practice on insurance matters in business and commercial settings.

Tom advises clients, and represents them in state and federal courts, regarding insurance coverage and bad-faith issues arising out of errors and omissions, directors and officers, fidelity, and general liability insurance policies. He has an active appellate practice. Tom has acted as an expert witness and panel arbitrator in insurance coverage disputes. Additionally, he regularly represents businesses and professionals in commercial litigation and professional liability disputes. He has been in private practice since 1981.

Tom is admitted to practice before the United States Supreme Court, the United States District Courts for the District of Columbia, Eastern District of Virginia, District of Arizona, District of Maryland, and District of Michigan. He also is admitted to practice before the United States Courts of Appeals for the First, Third, Fourth, Sixth, and District of Columbia Circuits. Tom is a lecturer and speaker on insurance issues.

## EXPERIENCE

- *Murray v. Greenwich Insurance Company*, 533 F. 3d 644 (8th Cir. 2008). Reversed District Court and ruled in favor of professional liability insurer, on defense and indemnity, based upon a misuse-of-funds exclusion. Court found "arising out of" language of exclusion sufficient to bar coverage for all counts of complaint irrespective of theories pled.
- *Swafford Settlement Services, Inc. v. Title Industry Assurance Co.*, No. 07-0094-KD-C (S.D. Ala. 2007). Judgment for settlement services professional liability insurer as to several RESPA-based class action lawsuits. Untimely reporting and a failure to describe overcharging practices on various renewal applications found to bar coverage.
- *French v. Assurance Co. of Am.*, 448 F.3d 693 (4th Cir. 2006). Fourth Circuit

held that despite the fact defective exterior cladding was installed by a subcontractor of insured, insurer would not owe coverage for the cost of replacing the cladding itself.

- *St. Paul Fire & Marine Ins. Co. v. Am Int'l. Specialty Lines Ins. Co.*, 365 F.3d. 363 (4th Cir. 2004). In a case of first impression the Fourth Circuit held that an indemnity agreement between insureds would override traditional "other insurance" considerations with respect to dual lines of insurance covering the same parties for the same claim.
- *Air Line Pilots Assn v. Twin City Fire Ins. Co.*, 803 A.2d. 1001 (D.C. App 2002). Judgment awarded to insurer based on finding that personal injury coverage for "discrimination or humiliation" is not applicable to emotional distress claims.
- *Hyde v. Fid. & Deposit Co. of Md.*, 23 F.Supp. 2d 728 (Md. 1998). Judgment for directors and officers liability insurer on a claim by directors for fees incurred in connection with an FDIC investigation of financial institution. Court ruled that absence of a claim or civil legal action barred coverage, as did application of "insured versus insured" exclusion.
- *Del Paint Corp. v. Verlan Ltd.*, No. Civ. 94-82-A (W.D. Okla. 1994). Judgment on behalf of insurer regarding coverage for CERCLA claim involving the Hardage and Mosely Road landfills in Oklahoma City. Judgment awarded on basis that a "sudden or accidental" pollution exclusion barred coverage as a matter of law.
- *Schneider v. Continental Cas. Co.*, 989 F.2d 728 (4th Cir.1993). Reversing trial court, panel held that coverage under an architects and engineers professional liability policy was barred by an asbestos exclusion. Insured had initially also sought recovery under bad faith and antitrust theories.
- *First Savings Bank, FSB v. American Casualty Co. of Reading, Pa.*, No. 92-1320, 1993 U.S. App. LEXIS 2049 (4th Cir. 1993). Affirming jury verdict, the panel ruled in favor of bonding company on the ground that bank failed to timely provide notice of loss under financial institution bond.
- *Finci v. American Cas. Co. of Reading, Pa.*, 323 Md. 358, 593 A.2d 1069 (1991). Maryland's highest court became the first appellate court in the country to uphold a regulatory exclusion in a directors and officers liability policy as to claims by federal or state bank regulatory authorities.

## HONORS

Named to the *Washington, D.C. Super Lawyers* List for Insurance Coverage, 2014, 2016-present

## MEMBERSHIPS AND AFFILIATIONS

Member, District of Columbia Bar Association

Member, Virginia State Bar Association

Board of Directors, SEEC, 2008 to present

Member, Professional Liability Underwriting Society, 1992 to present

## EDUCATION

J.D., Georgetown University Law Center, 1981, *cum laude*

B.S., Virginia Polytechnic Institute & State University, 1977

## BAR ADMISSION

District of Columbia

Virginia