

Bruce Wilkin Article on Insurance and Indemnity Clause Obligations Published in Texas Lawyer

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On February 13, 2015, the Texas Supreme Court decided *In re Deepwater Horizon*, a closely watched certified question from the U.S. Court of Appeals for the Fifth Circuit concerning the unique interplay between the indemnity and insurance requirements in service contracts and the coverages provided in insurance policies. Transocean owned a drilling rig that was operating in the Gulf of Mexico under a contract between Transocean and BP. After the rig exploded, BP sought coverage as an additional insured under Transocean's insurance policy for the myriad of claims for personal injuries and environmental and economic damages resulting from the release of millions of gallons of oil into the Gulf. The decision from the Texas Supreme Court was that BP did not have coverage under the contract. Shareholder Bruce Wilkin wrote a column for Texas Lawyer that examines how the case highlights some dangerous pitfalls to avoid in knowing how indemnity and insurance provisions work together.

Bruce works in Winstead's Business Litigation Practice Group.

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