

Allison L. Krupp

Co-Chair, Insurance Services Practice Group

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Allison is a member of the Professional Liability Department where she concentrates her practice on insurance coverage and bad faith litigation. She routinely represents national/global insurance carriers in insurance coverage disputes and first-party automotive claims brought against them. Allison is experienced in many types of coverage issues, including: policy cancellation, policy reformation, phantom vehicle cases, and a variety of policy exclusions. She also defends clients in the area of bad faith litigation. She practices in Pennsylvania state and federal court, as well as before arbitration panels and appellate courts.

For two years prior to joining the firm, Allison served as a judicial law clerk for the Honorable Judge Donald R. Totaro in the Lancaster County Court of Common Pleas. During her final year of law school, Allison served as a legal extern for the Honorable Justice J. Michael Eakin of the Pennsylvania Supreme Court. She also served as a certified legal intern for the Pennsylvania State Civil Service Commission in the Hearings and Appeals Department.

In 2006, Allison graduated *magna cum laude* from York College of Pennsylvania. She then attended the Widener University School of Law and graduated *cum laude* in 2009. During her time in law school, Allison served on *Widener's Law Journal* and was the president of the Moot Court Honor Society from 2008 to 2009.

Education

- Widener University Delaware Law School (J.D., *cum laude*, 2009)
- York College of Pennsylvania (B.A., *magna cum laude*, 2006)

Admissions

- Pennsylvania, 2009

Practices

- Insurance Services – Coverage & Bad Faith Litigation

Honors & Awards

- The Best Lawyers in America®, “Lawyer of the Year,” Harrisburg, Insurance Law (2025)
- The Best Lawyers in America®, Insurance Law (2024-2027)
- Pennsylvania Super Lawyers Rising Star (2019)

Associations & Memberships

- American Inns of Court
- Cumberland County Bar Association
- Dauphin County William J. Lipsitt Inn of Court, Associate
- Pennsylvania Bar Association

Classes/Seminars Taught

- *Bad Faith 2022*, Pennsylvania Bar Institute CLE, September 2022
- *Exploring Bad Faith – Practical Discussion of Bad Faith Law in Pennsylvania and New Jersey*, Marshall Dennehey Insurance Fraud 360 Seminar, Lafayette Hill, PA, June 2022
- *All things UM/UIM & Bad Faith in PA*, Marshall Dennehey Virtual Client Presentation, February 2021
- *An Overview of Pennsylvania Law for Auto Law & Premises Claims*, Marshall Dennehey Virtual Client Presentation, February 2021
- *Proper Handling of UM/UIM Claims: The Good, The Bad, And The Ugly*, Marshall Dennehey Client Seminar, June 17, 2016
- *Regular Use Exclusions in Pennsylvania -- Coverage Issues and Practical Applications*, Marshall Dennehey Client Seminar, June 2015
- *Recent Pennsylvania Trial and Appellate Case Law*, Cumberland County Lunch and Learn, March 2015

Published Works

- “Regular Use Exclusions’ Stand: Pa. Supreme Court’s Latest Ruling Post-‘Gallagher’.” *The Legal Intelligencer* Insurance Law Supplement, August 20, 2024
- “Federal District Court’s Discretionary Jurisdiction Over Declaratory Judgment Actions: Recent Trends and Developments,” *Pennsylvania Association of Mutual Insurance Companies (PAMIC)*, Winter 2022 Edition
- “Pa. Ruling Leaves Auto Policy Stacking Questions.” *Law360*, November 10, 2021
- “Just How Hard Does Gallagher Hit the Household Vehicle Exclusion?,” *Defense Digest*, Vol. 25, No. 2, June 2019
- “Airbnb and Insurance Coverage: Is It Up in the Air?” *The Legal Intelligencer’s* Insurance Law Supplement, page 7, August 29, 2017
- “A Perfectly Imperfect Process: Dauphin County’s First Post-Koken Jury Trial: *Oaks v. Erie Insurance Exchange and Austin*,” *Defense Digest*, Volume 20, No. 3, September 2014
- “Where to Sue Since *Summy*,” *Defense Digest*, Volume 20, No. 3, September 2014
- *Legal Updates for Coverage and Bad Faith*, Editor, 2014-present
- “Reservations Over Reserving Your Rights,” *Defense Digest*, Volume 19, No. 4,

December 2013

- "Predicting the Future of Predictive Coding," *Defense Digest*, Volume 18, No. 1, March 2012

Significant Representative Matters

- Assisted with obtaining summary judgment in favor of the insurer in federal court on all 7 counts of the complaint, including breach of contract, insurance bad faith, misrepresentation, negligence, deceit, breach of covenant of good faith and fair dealing, and unfair trade practices.
- Assisted with obtaining a decision from the Superior Court of Pennsylvania affirming the trial court's entry of summary judgment in favor of the insurer on counts of insurance bad faith and violations of the MVFRL.
- Assisted with obtaining a decision from the Commonwealth Court affirming the Insurance Commissioner's decision in favor of the insurer, where the policyholder had challenged a homeowner's policy cancellation.
- Assisted with obtaining summary judgment in favor of the insurer in Pennsylvania state court on counts of breach of contract and insurance bad faith.
- Worked on multiple cases regarding the validity and applicability of stacking waivers on Pennsylvania auto policies, and obtained summary judgment in several of those cases.
- Assisted with successfully opposing a Motion for Class Certification in a Philadelphia County TCPA case.
- Obtained a defense verdict from a Philadelphia County arbitration panel, where the underlying issue was permissive use of a vehicle.
- Obtained defense verdicts from Lancaster County arbitration panels in two separate property damage cases involving a neighbor dispute.
- Obtained a defense verdict from a magisterial district judge for lack of subject matter jurisdiction.
- Second-chaired and received a defense verdict in a high-profile casualty case, where the plaintiff sustained serious injury in a sprint car accident.

Results

Achieved Dismissal of an Appeal of Our Defense Verdict

We won dismissal of the plaintiff's appeal of a defense verdict. Our client issued a professional liability insurance policy to the plaintiffs. When the plaintiffs were sued for legal malpractice, they notified our client of the suit and asked them to provide counsel to defend the matter. However, the plaintiffs never agreed to counsel proposed by our client. The plaintiffs then proceeded to mediation in the legal malpractice action and settled the matter without notifying our client. As a result, our client denied the plaintiffs' request for indemnification. The plaintiffs then brought suit against our client for breach of contract and bad faith, alleging they wrongly denied indemnification and failed to provide counsel. The matter went to jury trial from April 8–11, 2024, where we successfully defended our client as the jury returned a defense verdict. The plaintiffs filed post-trial motions and then appealed the decision to the Superior Court of Pennsylvania, arguing the trial court erred in allowing the jury to see a copy of the insurance contract during

their deliberations. The Superior Court dismissed the appeal and found that the plaintiffs waived their argument by failing to cite relevant legal authority in their appellate brief. The Superior Court also stated in a footnote that, should the court have reached the issue on appeal, it would have found it meritless because the insurance contract was a central piece of evidence to which the plaintiffs did not object during trial.

Jury Verdict Received in a Breach of Contract Action

We secured a jury verdict in a breach of contract/statutory bad faith action that arose under a legal malpractice policy issued to a law firm by our insurance company client. The plaintiffs settled a malpractice claim set forth against them without our client's knowledge or consent. The insurance company then denied coverage for that claim, and the plaintiffs filed suit. Because the case included a bad faith claim, if the plaintiffs prevailed on both counts, the damages could have been seven figures or more. We took the case to trial before Judge Patrick in Philadelphia County. The jury returned a verdict on the breach of contract claim, finding that the plaintiffs failed to establish their damages by a preponderance of the evidence. The judge then dismissed the statutory bad faith claim.

Dismissal of Bad Faith UTP and UTPCPL Claims

We obtained dismissal of both bad faith and Unfair Trade Practices and Consumer Protection Law (UTCPL) claims in a case filed in the Eastern District of Pennsylvania. The case arose from a UIM claim presented after a motor vehicle accident. In an extensive footnote to the order, the court included a fairly comprehensive overview of the standards for pleading viable bad faith in UTCPL claims in Pennsylvania. The court did not allow the plaintiff the opportunity to amend his complaint in order to cure the pleading defects.

Summary Judgment for Large Insurance Carrier in a Breach of Contract Case

The parties had filed cross-motions for summary judgment. The issue for the court was whether the carrier had breached the terms of the policy when it denied the plaintiff's first-party benefits claim relating to medical bills for PTSD allegedly caused by the underlying accident. The policy defined "bodily injury" as "accidental bodily harm to a person, and that person's resulting illness, disease or death." The plaintiff argued that, because she had sustained both physical and mental injuries as a result of the accident, the treatment related to both types of injuries and should be covered. The defense argued that, per the policy and controlling case law, mental injuries are only covered if they "result from" the physical injury. Because the PTSD stemmed from the plaintiff's fear of driving following the accident—as opposed to mental injuries that resulted directly from the physical injuries—the defense asserted that they are not covered. The court agreed with the defense and found that the language of the policy was clear and unambiguous. It found that the Superior Court's holding in *Zerr v. Erie Ins. Exchange* controlled and that the plaintiff had failed to provide evidence that her mental injuries resulted from her bodily injuries. Absent that connection, there was no coverage for the PTSD, regardless of any collateral physical injuries sustained in the accident.

Summary Judgment in Class Action Lawsuit On Behalf of Large Insurer

We obtained summary judgment in a putative class action lawsuit in the Eastern District of Pennsylvania on behalf of a large insurer. The case dealt with a letter the insurance carrier would send to their insureds following a motor vehicle accident in which they advised their insureds that they would have a rental vehicle for five days. The named plaintiffs argued the letter misrepresented the policy language and they sued for breach of contract, bad faith, declaratory judgment and equitable relief. Per the insurer's request, the court agreed to stay class action discovery so that the insurer could file a dispositive motion as to the named plaintiffs, which, if granted, would dispose of the entire putative class action case. In its motion for summary judgment, the insurer argued that the named plaintiffs could not meet their individual burdens of proof since it was undisputed they had a rental vehicle for 23 days and had returned the rental the same day they picked up their newly purchased vehicle. The court agreed and granted the insurer's motion for summary judgment in its entirety and dismissed the action. The court reasoned, in part, that the named plaintiffs' alleged damages were speculative and that issuance of the rental letter did not constitute a breach of the policy since the plaintiffs could not show that they were not afforded benefits to which they were entitled.

Defense Prevails in Automobile Liability Case.

We secured the dismissal of a declaratory judgment action filed in federal court against a large insurer. This case arose from a motor vehicle accident that occurred in 2015. The plaintiff averred that she had sustained injuries in excess of the tortfeasor's bodily injury liability limits and sought stacked underinsured motorist (UIM) benefits. While the plaintiff had admittedly signed a rejection of UIM coverage form and a rejection of UIM coverage stacked limits form, she argued that her insurer had altered the statutorily required forms by adding additional language. The plaintiff filed a declaratory judgment complaint against her insurer. We filed a motion to dismiss the complaint on behalf of the defendant, which was granted by the federal court. The court reasoned that the UIM rejection form "specifically complied" with the applicable requirements of Pennsylvania's Motor Vehicle Financial Responsibility Law because the additional language, contained on the same page as the statutorily required rejection language, was "inconsequential."

Successful Defense of Bad Faith Case Against Insurer

Secured summary judgment in federal court in a bad faith case against a large insurer. The case arose from a pedestrian-motor vehicle accident that occurred in 2008 and dealt with the insurer's handling of the plaintiff's UIM claim following that accident. The plaintiff was run over by a rollback truck that was being repossessed on behalf of the owner. Because there were conflicting versions of events regarding how the accident occurred, the case went to arbitration on the issue of liability. The arbitrators found that the plaintiff was 33 1/3% causally negligent for his injuries, and the UIM claim later settled. The plaintiff then pursued a statutory bad faith claim, contending the insurer had delayed its investigation of the UIM claim without a reasonable basis and had unreasonably refused to pay the plaintiff UIM benefits. At the close of discovery, the insurer filed a motion for summary judgment, which was granted by the court, and the case was dismissed in its entirety.

Thought Leadership

August 20, 2024

'Regular Use Exclusions' Stand: Pa. Supreme Court's Latest Ruling Post-'Gallagher'

January 14, 2022

New Jersey Legislature Passes Bad Faith – What's Next??

November 10, 2021

Pa. Ruling Leaves Auto Policy Stacking Questions