

Tamara Smith Holtslag

Partner

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Practices

Business Litigation
General Litigation
Health Care Litigation and Risk Management
Insurance Coverage and Bad Faith Litigation
Nursing Home/Assisted Living Litigation

Bar Admissions

Commonwealth of Massachusetts
State of New Hampshire
United States Court of Appeals for the First Circuit
United States District Court for the District of Massachusetts
United States District Court for the District of New Hampshire

Education

Suffolk University Law School, J.D., 1996
University of New Hampshire, B.A., *cum laude*, 1993

Overview

Tamara is a civil litigator and insurance coverage lawyer. Over the past 26 years, she has developed a particular expertise in handling complex insurance matters and insurance coverage litigation, advising clients on insurance coverage and best claims handling practices, defending medical professionals and others in professional liability and state board and licensure matters, and defending businesses and owners against business and contract claims. She represents clients in the courts of Massachusetts and New Hampshire, including the state business courts and federal courts, in disciplinary matters before state licensing bodies, and in private arbitration.

In the area of insurance coverage litigation, Tamara has extensive experience representing insurers in declaratory judgment actions involving interpretation of policy language and determinations of coverage in various courts. She has successfully appealed many matters before the Massachusetts Appeals Court and the First Circuit Court of Appeals. Tamara counsels clients daily on insurance coverage issues, avoidance of bad faith claims, and other issues of insurance contract interpretation that often implicate the laws of various states across the nation.

Tamara and others in the firm have been closely tracking the many insurance coverage cases that have been filed across the country, particularly in the context of business interruption claims, in the wake of the Covid-19 pandemic. Thus far, and while each case depends on its own facts and policy language, the decisions in various jurisdictions largely find for the insurers, and hold that business interruption

coverage for Covid-19 losses is not afforded. Tamara has counseled clients and also authored articles on this topic, including those published in February 2021 and February 2022 editions of the New Hampshire Bar News, the specifics of which are noted under her “Articles and Seminars” tab. Tamara is also well-versed on issues relating to the intersection of insurance and the gig economy.

Tamara is the Chair of the Insurance Law Section (2013 – present) of the New Hampshire Bar Association, a position that she has continually held since she petitioned the NHBA to establish the Insurance Law Section in 2012. She is a frequent speaker and panelist for industry and bar association events, the most recent of which include: the New Hampshire Bar Association’s CLE, “Insurance Law 2021” (May 6, 2021, live webcast); the American Bar Association’s 27th Annual Midyear Meeting of the Tort and Insurance Practice’s Insurance Coverage Litigation Committee, “Developments in InsurTech and Insurance Coverage Issues Presented by the Sharing/Gig Economy,” (February 21-23, 2019, Phoenix, Arizona); and the New Hampshire Bar Association’s CLE, “Emerging Insurance Risks & Business Concerns in the Sharing Economy,” (November 7, 2018, Concord, NH).

Affiliations

- Founder and Chair, Insurance Law Section, New Hampshire Bar Association (May 2013-Present)
- Boston Bar Association
- Women’s Bar Association
- Massachusetts Bar Association
- American Bar Association

Articles & Seminars

- Author, “*Business Interruption Coverage Cases Still Trending Toward Insurers,*” New Hampshire Bar News, February 16, 2022
- Faculty, New Hampshire Bar Association’s CLE: “*Insurance Law 2021,*” May 6, 2021, live webcast
- Author, “*Businesses Largely Without First Party Insurance Coverage For Losses On Account Of Pandemic, Despite Coverage Lawsuits,*” New Hampshire Bar News, February 17, 2021
- Faculty, American Bar Association, 27th Annual Midyear Meeting of the Tort and Insurance Practice’s Insurance Coverage Litigation Committee: “*Developments in InsurTech and Insurance Coverage Issues Presented by the Sharing/Gig Economy,*” February 21-23, 2019, Phoenix, Arizona
- Faculty, New Hampshire Bar Association CLE: “*Emerging Insurance Risks & Business Concerns in the Sharing Economy,*” November 7, 2018, Concord, NH

- Faculty, New Hampshire Bar Association CLE: “*Auto and Uninsured Motorist Insurance in New Hampshire*,” April 13, 2017, Concord, NH
- Faculty, New Hampshire Bar Association CLE: “*Cyber Liability & Data Breach from the Insurance & Business Perspective*,” September 2015, Concord, NH
- Faculty, Boston Bar Association Seminar: “*Common Coverage Issues: Or Everything You Need to Know About Insurance Before You Are Sued*,” May 2015, Boston, MA
- Faculty, Willis 9th Annual Managed Care Organization/Pharmacy Benefit Manager Roundtable Roundtable: “*High Octane Coverage Issues in Managed Care E&O*,” October 2014, Chicago, IL
- Faculty, New Hampshire Bar Association Annual Meeting: “*Insurance Law Update*,” 2013, Concord, NH
- Faculty, MCLE’s 15th Annual Employment Law Conference, 2012, Boston, MA
- Author, “*Mandatory Reporting Under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA) in the Employment Law Context*,” MCLE, Employment Law Conference, 2012
- Author, “*New Medicare Secondary Payer Act Has Teeth: How to Protect Your Clients*,” New Hampshire Bar News, December 2011
- Author, “*Vicarious Liability: Let the Master Answer*,” American Academy of Orthopedic Surgeons, June 2007

Representative Cases

- *Mary Alexandre v. National Union Fire Ins. Co. of Pittsburgh, PA*, 514 F. Supp.3d 375 (D. Mass. Jan. 20, 2021) (Affirmed on appeal to the First Circuit, 22 F. 4th 261 (Jan. 3, 2022) (Obtained summary judgment ruling in favor of insurer client in federal court, holding that claim administrator’s decision to deny AD&D benefits under an ERISA plan was supported by the substantial evidence in the record, and that its decision was neither arbitrary, capricious nor an abuse of discretion; the case concerned the definition of “Injury” in the Plan and the correct disclaimer of benefits under the Plan’s “Intentional Self-Inflicted Injury” Exclusion, as well as the appropriate framework utilized by the First Circuit when interpreting the term “accident” in AD&D insurance policies.)
- *Selective Insurance Company of the Southeast v. Steadfast Insurance Co.*, 2021 WL 5052718 (Aug. 30, 2021) (Obtained summary judgment for client insurer on issues of insurance coverage under a Commercial General Liability policy, where auto exclusion applied to preclude coverage for accident arising out of “use” of van, where “completed operations rule” applied).
- Resolved suit against general contractor client alleged to have negligently overseen the renovation of million dollar Boston-area home (2021).
- *Ark Underwriting v. Lexington Insurance Co.*, (D. Mass. 2020) (Obtained summary judgment for insurer in federal court on issues relating to additional insured coverage, where court found firm’s client did not have an obligation to defend or indemnify contractors on a large Boston-based project as they did not qualify as “additional insureds.”) (Appeal pending).
- Resolved suit on behalf of skilled nursing facility in case alleging negligent treatment of resident with multiple co-morbidities (2020).
- Resolved large insurance coverage dispute for commercial insurer client in which coverage for

underlying claims against a healthcare company were in dispute; case involved issues of insured cooperation, notice to the insurer, and lack of coverage for the type of claims and damages alleged under a manuscript policy (2019).

- *Philadelphia Indem. Ins. Co. v. National Union Fire Ins. Co. of Pittsburgh, PA*, 34 Mass. L. Rptr. 367 (2017) (summary judgment granted for client in coverage action interpreting Employer Liability/Worker's Compensation Policy).
- *Iodice Family Limited Liability Company d/b/a Look Ahead and Haley Charest as Assignee of Iodice Family Limited Liability Company d/b/a Look Ahead v. The Commerce Insurance Company and Western World Insurance Company* (N.H. Super. Ct. No. 217-2015-CV-00126)(obtained summary judgment for client on various coverage grounds).
- Resolved multi-million-dollar insurance coverage fee dispute for commercial insurer client; case in Arbitration concerned the defense of an underlying antitrust action against large healthcare company.
- Obtained voluntary dismissal of insurance coverage suit brought against insurer client seeking over \$1 million in damages. The case involved "related claims" issues in the claims-made insurance context.
- *Lexington Ins. Co. v. United Health Group Inc., United Health Group Incorporated et al.* (D. Mass. 2011)(obtained summary judgment for client in an insurance coverage action alleging over \$28 million in damages under claims made managed care organization liability policy).
- *National Union Fire Insurance Co. of Pittsburgh v. Lumbermens Mutual Casualty Co.*, 385 F.3d 47 (1st Cir. 2004)(persuaded the First Circuit Court of Appeals to rule in favor of client, who insured a general contractor on a major construction project; decision dealt with "additional insured" obligations and "other insurance" provisions).
- Persuaded panel at binding arbitration to reject claim against insurer client that it owed architectural firm over \$1 million in coverage for damages associated with construction of a Casino in Colorado.
- *Sobeida Feliz v. Brian McNeill, M.D., United States, on Behalf of Tori Robinson, M.D. and Lawrence Hulefeld, M.D.* (1st Cir. 2012)(unpublished)(obtained dismissal of a suit against physician client in federal court for the plaintiff's failure to properly serve him abroad under The Hague Convention).
- *Amy Santangelo v. Wight, Century 21 Realty et al.* (Mass. Super. Ct. 2005)(prevailed at trial on behalf of real estate agency clients; case alleged breach of a contract to purchase real estate).
- *Cynthia Carinda, Executrix of the Estate of Virginia Cutler v. Cape Cod Healthcare, Inc.* (Mass. App. Ct. 2001)(persuaded the Massachusetts Appeals Court to vacate a trial court ruling that would have required client, a Massachusetts hospital, to produce confidential medical records in violation of a Massachusetts statute.)
- Obtained \$1.6 million settlement for a father and son grievously injured in a case involving negligent security. The case was featured in *Massachusetts Lawyers Weekly*.

Awards

- 2023 Top Women of Law Honoree as selected by *Massachusetts Lawyers Weekly*
- Fellow, Litigation Counsel of America

- “Rising Star,” *Super Lawyers* (2005-2008, 2010-2011)
- “Top Young Professional Under 40,” *New England Business Bulletin* (2009)

Interests

- School Council (Elected Position), Brooks Elementary School
- Amateur Photographer
- Member, Winchester Country Club