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Karen Thurlow, JD (She/Her) · 2nd
Attorney/Insurance Professional
University of Missouri-Columbia School of Law
Solwell, Kansas, United States · [Contact info](#)
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About

Dedicated and seasoned insurance claims lawyer with a proven track record of successfully navigating complex legal landscapes. Committed to delivering strategic counsel and achieving favorable outcomes through meticulous case analysis, negotiation prowess, and a comprehensive understanding of insurance law. Extensive expertise managing complex civil litigation, claims resolution as well as mediation, coverage analysis, and cost and vendor management. Industry author and speaker. Continuing education course design.

Top skills
Negotiation · Dispute Resolution · Litigation · Public Speaking · Mediation

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Karen Thurlow, JD (She/Her)
Attorney/Insurance Professional

Experience

- Vice President - Claims Consultant**
Swiss Re Corporate Solutions · Full-time
Feb 2023 - Present · 11 yrs 2 mos
Kansas City, Missouri, United States · Hybrid
Litigation Management, Mediation and +3 skills
- Claims Director**
Intrepid Direct Insurance (a WR Berkley company) · Full-time
Sep 2022 - Feb 2023 · 6 mos
Overland Park, Kansas, United States · On-site
Leadership, People Management and +2 skills
- Claims Director - Professional Liability**
Skyward Specialty Insurance
Nov 2021 - Aug 2022 · 10 mos
Kansas City Metropolitan Area · Remote
Litigation Management, Negotiation and +1 skill
- Senior Claims Consultant**
Nationwide E&S Specialty (fka Scottsdale Insurance Company)
Jun 2015 - Jul 2021 · 6 yrs 2 mos
Overland Park, KS
Public entity, Litigation Management and +3 skills
- Senior Claims Consultant**
Lockton Companies
Jul 2013 - Jun 2015 · 2 yrs
Kansas City, Missouri Area
Provided strategic and tactical consultation to executive management for Construction and Design clients during all phases of the claims process.
Litigation Management, Negotiation and +3 skills

Karen Thurlow, JD (She/Her)
Attorney/Insurance Professional

University of Missouri-Columbia, School of Law
Doctor of Law (JD)
1990 - 1993

University of Missouri-Columbia
Bachelor of Science Business Administration, Economics
1986 - 1990

Licenses & certifications

Six Sigma Green Belt Certified
GE Insurance Solutions
Issued Jan 2004

Certified Financial Planner (CFP) "Inactive"
Certified Financial Planner Board of Standards, Inc.
Issued Jan 2001

Volunteering

Community Volunteer
Lead to Read KC
Sep 2016 - Present · 7 yrs 7 mos
Children

Lead to Read connects trusted, caring adult volunteers with kids in grades 1 through 4 from every walk of life. Once a week, Readers and kids explore the world by reading books provided by the children's teacher. ...see more

Fundraising Volunteer
Lyric Opera of Kansas City
Aug 2023 - Present · 8 mos
Arts and Culture

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Karen Thurlow, JD (She/Her)
Attorney/Insurance Professional

Skills

Trials

Attorney at Wallace, Saunders et al (Law Firm)

Depositions

Attorney at Wallace, Saunders et al (Law Firm)

Show all 30 skills →

Publications

Creating a Telework Plan that Benefits Employers and Employees
Location White Paper · Jan 4, 2014

A brief white paper to help employers consider the benefits, concerns and best practices related to offering telework as a viable option on a long term or short term basis.

Organizations

Claims and Litigation Management Alliance
Fellow

Associated with Swiss Re Corporate Solutions (fka Employers Reinsurance Corporation) GE Insurance Solutions)

Presenter at 2012 Women's Forum

Kansas Bar Association

Associated with Swiss Re Corporate Solutions (fka Employers Reinsurance Corporation) GE Insurance Solutions)



Senior Claims Consultant

Lockton Companies

Jul 2013 - Jun 2015 - 2 yrs

Kansas City, Missouri Area

Provided strategic and tactical consultation to executive management for Construction and Design clients during all phases of the claims process.

Skills: Civil Litigation · Insurance Law · Litigation Management · Professional Liability · Public Speaking



Vice President/ Professional Liability Claims Consultant

Swiss Re Corporate Solutions (fka Employers Reinsurance Corporation; GE Insurance Solutions)

Mar 1996 - Jun 2013 - 17 yrs 4 mos

Overland Park, Kansas

Manage the defense of complex, large exposure professional liability claims.

Coverage analysis, investigation, litigation management, liability and damage evaluation, resolution strategy development, and settlement negotiation.

Supervise and manage outside counsel in the defense of legal actions filed against insured parties.

Attend mediations and negotiate settlements of large exposure claims.

Author and present claim summaries and loss control seminars at industry and customer events

Six Sigma Green Belt Certified.



Attorney

Wallace, Saunders et al (Law Firm)

1993 - 1996 - 3 yrs

Overland Park, KS

Defended professional liability actions; researched and analyzed legal issues related to the defense of civil actions, taking and defending depositions, and preparing and arguing motions; significant trial experience including bench and jury trials; represented clients in numerous mediations and settlement negotiations.

Skills: Civil Litigation · Insurance Law · Trials · Depositions · Legal Writing



Karen Thurlow, JD likes this



Tristan Geiser • 3rd+

Senior Consultant, CNA Insurance

3mo •

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CNA Insurance has received a 100% score on the [Human Rights Campaign's](#) Corporate Equality Index for 8 consecutive years. It was a lovely evening accepting our 2023-2024 award with [Jennifer Hardt](#)!



CNA Insurance

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CNA is honored to be recognized by the [Human Rights Campaign](#) as a 2023-2024 Equality 100 Award CEI recipient for our commitment to LGBTQ+ inclusion and equality. Join us in congratulating all the outstanding organizations celebrated at the awards ceremony! <https://ow.ly/10CT50QZQMv> #CEI2023



Karen Thurlow, JD likes this



Stacie Gram · 2nd

SVP, Claims at CNA Insurance (she/her/hers)
3mo · 🌐

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In the Mayor's speech he outlines our upcoming new comprehensive plan for Overland Park's continued success!



City of Overland Park

5,633 followers
3mo · Edited · 🌐

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Mayor Curt Skoog presents at the [Overland Park Chamber of Commerce's](#) annual State of the City address today at 4 p.m. at the BEST Conference Center at [The University of Kansas](#) Edwards Campus.

He'll share updates on Overland Park's progress from the past year and insights into future plans focusing on quality of life, housing, economic well-being and more, all through the lens of the new comprehensive plan, Framework OP.

Can't catch it live? No worries! A video of the address will be available online later this week. For more information, visit <https://bit.ly/3wCJuil>.



🌐 5



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Quinton Lucas · 2nd

Mayor at City of Kansas City, MO
1yr · 🌐


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After a long year with a lot of successes and challenges along the way, it was an honor to congratulate the President on all he's accomplished and wish him luck in the year ahead.



👍❤️👍 1,004

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Karen Thurlow, JD
Attorney/Insurance Professional

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Jack and Jill of America, Inc.
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This photo is powerful and deserves a spotlight of its own.

Chief Justice John G. Roberts, Jr. and Dr. Patrick G. Jackson, look on as Justice Ketanji Brown Jackson signs the Oaths of Office in the Justices' Conference Room, Supreme Court Building on June 30, 2022.

Yes, that's JUSTICE Ketanji Brown Jackson. The first Black woman on the Supreme Court of the United States. Her accession also marks the first time that four women will simultaneously serve on the Supreme Court for the first time in its history.

Credit: Collection of the Supreme Court of the United States.

[#Blackhistory](#) [#supremecourt](#)



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Political Donations

Gave \$100 to Pete Buttigieg

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C00401224	ACTBLUI	2016 KAREN THURLOW	2480 W 162ND ST	STILWELL	KS	ATTORNEY	6/28/2016 0:00	25	EARMARKED FOR JAY FOR CONGRESS (C00617761)	2016
C00401224	ACTBLUI	2019 KAREN THURLOW	2480 W 162ND ST	STILWELL	KS	ATTORNEY	7/8/2019 0:00	100	EARMARKED FOR PETE FOR AMERICA, INC (C00697441)	2020
C00401224	ACTBLUI	2019 KAREN THURLOW	2480 W 162ND ST	STILWELL	KS	ATTORNEY	7/8/2019 0:00	5	CONTRIBUTION TO ACTBLUE	2020

(Source: www.fec.gov; Search of Karen Thurlow Contributions)

Gave \$100 to Johnson County Democratic Women South

Johnson County Democratic Women South	
(Name of Person)	
Contributor Name Complete Address of Contributor	Contribution Amount
Marianne Brown 16910 Bellinder Rd., Stilwell, KS 66085	500
David Norlin 608 E. Republic, Salina, KS 67401	150.
Karen Thurlow 2480 W 162nd St. Stilwell, KS 66085	100.
Dorothy Barnett 129 W. 25th Ave, Hutchinson, KS 67502	80.
Jennifer Day 601 Reed Rd., Overland Park, KS 66204	100.

(Source:

http://ethics.ks.gov/CFAScanned/ConstitutionalBallot/2022/202202/jocodws_2302.pdf)

Career

Been in the insurance business specializing in professional liability defense,

Biography

Karen Thurlow has worked in the professional liability defense area for over twenty years. She is currently a Senior Claims Consultant with Nationwide E&S Specialty where she handles high exposure and complex professional liability claims. Prior to joining Nationwide, Karen worked as a Senior Claims Consultant at Lockton Companies in Kansas City assisting construction and design clients during all phases of the claims process. Before joining Lockton, she was a Vice President at Swiss Re where she spent fifteen years handling professional liability claims against agents and brokers. Karen began her career as a litigation attorney in an insurance defense firm in the Kansas City area.

Karen has been a frequent speaker at industry events and has authored numerous articles for industry publications. She is a member of the Claims and Litigation Management Alliance and presented at the 2012 Women's Forum as well as the 2015 CLM Annual Conference. She is a member of both the Kansas and the Missouri Bar and received her Bachelor of Science in Economics and Juris Doctorate from the University of Missouri-Columbia

(Source: <https://www.theclm.org/persondetails?id=7029>)

Article she wrote in 2009 under her previous last name on the dangers of insurance agents in advocating for their clients.

The Dangers of Advocating for Your Clients

Everyone recognizes that insurance is a business built on relationships. Agent/client relationships take years of hard work to establish and maintain. Yet, significant dangers arise for agents when a dispute occurs over the existence of or the amount of coverage for a claim. Often because of the relationship, it's natural for the agent to try to help his or her client. Agents need to realize they're navigating a legal minefield—attempts to advocate on behalf of their client while protecting themselves and not jeopardizing their own E&O coverage. Actions taken by an agent prior to reporting a claim to their E&O carrier could result in a denial of coverage.

The typical E&O policy prohibits an insured from admitting liability or participating in any settlement discussions or entering into settlement agreements. Thus, admitting mistakes or offering settlement in the face of a claim jeopardizes E&O coverage.

While an agent's inclination is to help a client after they've suffered a loss, remember that any comments made to a client can and likely will be used against an agent in subsequent litigation. With that in mind, it's important to be careful about apologizing or saying anything that could be construed as admitting an error. Furthermore, avoid making any offers of settlement or offers to pay if the carrier does not. Avoid comments such as: "Don't worry, my E&O insurance will pay for this," or "I'm sorry I didn't recommend higher limits." Agents may be questioned about any such remarks at a deposition or trial and those remarks will be presented as an admission of liability.

When a client has a coverage dispute, the agent will often write to the carrier explaining that a mistake was made in the agent's office and ask the carrier to reconsider its coverage position. Unfortunately, the result is often not only that the carrier fails to change its coverage position, but that the agent's letter eventually shows up at the trial as evidence of the agent's mistake or negligence. Moreover, even if the carrier does pay the claim, the carrier may later use the letter to collect reimbursement from the agent.

There are a few instances where admitting an error might be appropriate—such as in a reformation argument or a request for an ex gratia payment. An insured may seek reformation of an insurance policy to correct a mutual mistake. A mistake is mutual when both parties to the contract mean one thing, but the written contract says another. In the context of policy reformation, the agent and the client agree as to what coverage is being placed, but the policy does not reflect that agreement. If the agent has binding authority with the carrier, then the agent is arguably acting as the carrier. Thus, while the agent may have made a mistake obtaining the policy, the mistake is attributable to the carrier for purposes of reforming the policy. Once the policy is reformed, the carrier must provide coverage under the reformed policy. While this is a sound strategy in certain situations, it must be carefully employed.

These admissions, however, should only be undertaken after consultation with and with the assistance of your E&O claims handler. Consequently, an agent needs to balance the relationship with a client by showing empathy, while at the same time avoiding admitting liability or any other action that would jeopardize E&O coverage. ■

Karen Nettelblad is an assistant vice president, claims and liability management with Swiss Re, and handles claims against insurance professionals in Swiss Re's Overland Park, Kan. office.

Legal Disclaimer: This article is intended only for educational or illustrative purposes and should not be construed to communicate legal or professional advice. You should consult legal or other professionals with respect to any specific questions you may have. Further, the statements and/or opinions contained are those only of the author and do not constitute and should not be construed to constitute any statement, opinion or position of Swiss Re.



In the Event of an E&O Claim

If you find yourself in an inquiry or accused by a client, here are a couple of suggested responses:

- "Out of an abundance of caution, I have reported this matter to my errors and omissions carrier. I don't want to appear uncooperative, but they've cautioned me against discussing this matter further. If you'd like to discuss this matter, I can refer you to the appropriate claims professional."
- "I don't believe I made an error, but if you think I have, I do carry errors and omissions insurance and you may make a claim." Then ask them to put their thoughts in writing and say you'll forward those to your E&O carrier.

These approaches recognize and seek to balance the importance of maintaining the client relationship with the agent's interest in not making damaging admissions or violating the terms and conditions of the E&O policy.

—K.N.

(Source: <https://rms.iiaba.net/Resources/Pages/Publications/Articles/2009/The-Damage-of-Advocating-for-Your-Clients.pdf>)

Article she wrote about Errors and Omissions with carriers and agents.



Guarding for Carrier Claims Against Agents

There is an old saying that tells us to love our neighbors and also to love our enemies—probably because they are generally the same people. This is good advice in all areas of life, especially in business relationships. Historically, carriers and agents had close and longstanding relationships. Carriers were loyal to their agents and were reluctant to pursue them in situations where the carrier paid a claim even if there was a question about whether coverage was owed. In fact, carriers could typically be counted on to side with an agent in the face of a claim dispute and would pay questionable claims, especially to valuable producers. This was due to the fact that higher investment income allowed carriers to better withstand underwriting losses, as well as the fact that insurance was more relationship-driven than it is today. While accommodations still happen, they are becoming more and more rare.

Today, the trend seems to be toward carriers taking harder line coverage positions. Carriers are now more regularly pursuing the agents in situations where the carrier was found to owe coverage that it did not believe it owed. As carriers keep a close eye on profitability, they have taken the approach that pursuing agents is another avenue to recover losses. This results in carriers denying coverage and holding the agent responsible for actions like misrepresentations, exceeding authority or paying the underlying claim and then pursuing the agent for reimbursement. Some carriers have even designated a dedicated professional liability subrogation specialist whose job is to review paid claims and determine whether to pursue claims against the agent. These aren't just large claims either; they are typically lower-value claims that may fall within the agency's deductible on its E&O policy. It's a headache nonetheless and frequency could become more of an issue. Here are a few examples of real E&O claims scenarios:


Case study #1. An agent requested a carrier add a new project to an existing open builders risk policy.

A request was made for a higher limit than contained in the master policy and for expanded (flood) coverage for this project. The carrier added the project with the higher limits only. A flood loss occurred and the carrier took the position that there was no flood coverage. The documentation was not clear on either side. Ultimately, the carrier paid the claim in the amount of \$4 million and then pursued the agent. Interestingly, the carrier structured the underlying claims settlement with the policyholder as plaintiff in the lawsuit so it appeared that the policyholder was bringing the claim against the agent. The defense of the case went on for four years before it was settled with a payment of nearly \$2 million.

Case study #2. A plaintiff wanted auto coverage with no UM/UIM coverage. The agent did not obtain a UM/UIM waiver. The plaintiff's wife was then killed in a car accident. The carrier paid the \$1 million in UM/UIM benefits and then sued the agent even though the agent was the carrier's largest producer in the state (writing in excess of \$100 million in annual premium). In addition to asserting strong liability and damages defenses, the agent's defense included attempting to leverage the relationship to reach a favorable resolution. The carrier, however, was unyielding and pursued the claim for 10 years before the case was settled.

Case study #3. An agent erred in placing BI coverage for a manufacturing company on a per location basis with a coinsurance provision as opposed to blanket as requested. Following a hurricane loss, the carrier adjusted claim on a blanket basis, contrary to the policy, and paid the claim. Upon discovering its error, the carrier demanded repayment from the plaintiff. Poor claims handling by the carrier created a bad faith exposure for the carrier, but even in the face of a bad faith claim and a strong waiver argument, the carrier refused to recognize its exposure and centered its defense on the agent's negligence.

Case study #4. An agency's customer signed an application for auto insurance on Dec. 5, but the application was dated Dec. 4. An auto accident occurred on December 5, prior to the client signing the application. The carrier initially denied coverage for the claim. However, since the policy was issued with an effective date of December 4, the carrier paid the claim. The carrier then pursued the agent.

The willingness of carriers to pursue claims against agents creates an additional category of E&O claims for agents to consider and guard against. While in the past it was reasonable to assume that carriers wouldn't come after their own agents, but that isn't the case today. 

Karen Thurlow is a vice president of claims and liability with Swiss Re. She handles claims against insurance professionals in the company's Overland Park, Kan. Office.

Learning from Experience

The same best practices used to prevent claims from customers should be used to prevent claims by carriers. Here are a few risk management suggestions to help you avoid E&O claims from carriers:

- Practice clear communications with carriers and incorporate discussions with customers' files.
- Thoroughly review quotes and policy documents upon receipt.
- Verify accuracy of information gathered from customers and transmitted to carriers.
- Understand carrier requirements and authority limits.
- Document, document, document.

—K.T.

(Source: <https://rms.iiaba.net/Resources/Pages/Publications/Angles/2012/07-12-EO-Angle.pdf>)