



## R. Wardell Loveland

### Partner

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Ward Loveland represents clients in a broad spectrum of litigation, appellate, and insurance services matters, including administrative proceedings. In class action and multi-district (MDL) matters, Ward primarily represents insurers in the defense of lawsuits arising out of claims handling and business practices. He has successfully defended to judgment matters ranging from contested auto body labor rates, computer-based claims evaluation tools, total loss valuation, policy interpretation, premium setting, and claims and business processes.

Ward has been defending against bad faith lawsuits since he passed the bar exam over 35 years ago. He has a proven track record of successfully defending lawsuits related to property and casualty, commercial, and life insurance. Additionally, he defends agents and brokers in cases involving broker negligence, fraud, and misrepresentation.

He advises insurers in litigation and administrative proceedings nationwide, including drafting responses to inquiries from insurance commissioners and challenging adverse findings. Ward counsels on upcoming legislation and regulations. This includes creating drafts of submissions and revisions to ensure compliance. He also helps insurers navigate new economy issues such as usage-based insurance (UBI), transportation network companies (TNC), the sharing economy for vehicles and homes, and drones (UAV).

In his appellate practice, Ward primarily defends insurers against claims related to business practices and claims handling. Ward has been retained on a number of occasions to prepare amicus briefings on issues affecting the insurance industry. He also represents businesses and individuals in various courts of appeal.

## Professional Affiliations

- American Bar Association
- Association of Defense Counsel of Northern California and Nevada
- California Fraud Investigators Association
- Defense Research Institute
- San Mateo County Bar Association

## Practices

Appellate

Real Estate Agents & Brokers  
Liability

## Industries

Insurance & Reinsurance

Insurer Litigation — Bad Faith/  
Extra-Contractual

Transportation

## Education

J.D., Boston College Law  
School, 1986

A.B., Princeton University, 1981

## Admissions

California

U.S. Supreme Court

U.S. Court of Appeals for the  
Ninth Circuit

U.S. District Court for the  
Central, Eastern, Northern, and  
Southern Districts of California



## Honors & Awards

- Recognized on the Super Lawyers list by *Northern California Super Lawyers* magazine, 2007 - 2010, 2014 - 2023
- Holds the AV® Peer Review Rating from Martindale-Hubbell, its highest rating for ethics and legal ability

## Representative Matters

Ward's recent published decisions include:

- *Dameron Hospital Association v. AAA Northern California, Nevada & Utah Ins. Exchange*, 74 Cal.App.5th 796 (2022): Decision affirming UIM/UM benefits are not assignable as such assignment is contrary to public policy. In this case, the hospital's claims to allegedly assign first-party auto insurance benefits for emergency room services are limited to instances where the assignment was executed by a person with authority to assign benefits, the patient has no health insurance, and the assignment involves solely medical payments coverage.
- *Janney v. CSAA Insurance Exchange*, 70 Cal. App. 5th 374 (2021): Decision affirming that the insurer did not breach the implied covenant of good faith and fair dealing in providing a replacement-cost estimate or with the delayed payment of a certain loss and that the insurer paid the full (if not maximum) amount of benefits due to the insured under the homeowner policy.
- *CSAA Insurance Exchange v. Hodroj*, 72 Cal. App. 5th 272 (2021): Decision affirming formation of a binding and enforceable settlement, despite a proposed writing that contained terms different than those agreed upon.
- *Mills v. AAA NCNU*, 3 Cal. App. 5th 528 (2016): Decision affirming and defining proper scope of cancellation notice.
- *Baldwin v. AAA NCNU*, 1 Cal. App. 5th 545 (2016): Decision affirming diminution in value and total loss valuation controlled solely by terms of policy provisions.
- *Dameron Hospital Association v. AAA NCNU*, 229 Cal. App. 4th 549 (2014): Decision affirming that hospitals cannot "balance bill" insurers or insureds for treatment absent a written agreement with the health insurer.

## Publications

- "California Insurance Defense Forms," *The Recorder*, 2013