

Practice Areas

Insurance CoverageProfessional Liability Insurance Coverage

## Industry Sectors

Insurance

### Education

• Elisabeth Haub School of Law at Pace University, J.D., *magna cum laude*, 2014

• Fairfield University, B.A., cum laude, 2011

Bar Admissions • New York

### **Court Admissions**

- U.S. District Court -- Western District of New York
- U.S. District Court -- Southern District of New York
- U.S. District Court -- Eastern District of New York

### Affiliations

New York State Bar Association

Professional Liability Underwriting Society

#### **Awards & Honors**

- Best Lawyers in America (Insurance Law) "Ones to Watch" 2023-2025
- New York Super Lawyers "Rising Star" 2023-2024

# Andrew S. Paliotta

## Counsel

## New York

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Andrew represents international and domestic insurers in complex insurance coverage matters and litigations involving directors & officers liability, employment practices liability, and professional liability claims in the areas of securities, private investment fund activities, and other professional liabilities. He also represents commercial entities in arbitration and litigation in both state and federal court including engineers in professional liability actions and construction contractors in various commercial claims.

Prior to joining the firm, Andrew was an associate attorney in New York who gained experience working on complex insurance coverage matters and federal and state civil litigation, trusts and estates, and real property law matters.

Andrew earned his bachelor's degree, *cum laude*, from Fairfield University and his law degree, *magna cum laude*, from Pace University School of Law. While in law school, he was a judicial extern for the Hon. Vincent L. Briccetti, United States District Judge, SDNY and a judicial intern for the Hon. Anthony A. Scarpino, Jr., Westchester County Surrogate's Court.

## Experience

Secured dismissal for the insurer in a case centered on its denial of coverage pursuant to a Regulatory Exclusion because the underlying complaint was commenced by the Oklahoma Insurance Commission, a regulatory agency, in its capacity as Receiver for the Insured. The decision focused on whether the Receiver had standing under either the insurance policy or the Oklahoma Uniform Insurance Liquidators Act ("OUILA"), which the court determined was lacking because the policy did not demonstrate any intent to make the Receiver a third-party beneficiary and because the Receiver lacked statutory standing under OUILA.



