

World Trade Center Insurance Litigation

THE CLIENT: [Wachtell, Lipton, Rosen & Katz](#)

THE CASE: Wachtell, Lipton, Rosen & Katz, counsel for World Trade Center Properties LLC and Silverstein Properties, successfully argued during the second phase of the trial that the 9/11 terrorist attacks on the World Trade Center towers constituted two separate “occurrences” under the terms of the insurance policies. Nine insurance companies involved in the second phase of the litigation had argued the coordinated attack of two aircraft only constituted one “occurrence” necessitating one payment of \$1.1 billion.

THE TRIAL: Wachtell, Lipton hired DOAR to provide strategy [consulting](#), trial [graphics](#), presentation technology and trial [technology](#). Our experienced litigation strategists and trial technicians worked alongside the trial team, in both the [war room](#) and courtroom. They delivered a compelling array of demonstratives that bolstered oral testimony and supported opening and closing arguments. Specific contributions included:

- “Framing” the case for jurors in terms of “property insurance.” This required defining and illustrating the term “occurrence” and its specific and special meaning in the insurance industry.
- Portraying how the insurance companies defined “occurrence” in the past and how these precedents related to their World Trade Center policies.
- Deconstructing the insurance form language for jurors to help them understand the two-occurrence interpretation.
- Creating a “visual roadmap” that enabled jurors to discern the 9/11 attacks on the World Trade Center Towers as two occurrences under New York state law.



THE OUTCOME: Despite being hailed as a long-shot strategy by insurance and legal experts, the jury agreed with the two-occurrence argument. The nine insurance companies involved are liable for \$1.1 billion for each occurrence or \$2.2 billion in total.