

Can Massachusetts Law (i.e., c. 93A/176D) Apply to a Bad Faith Claim when the Interpretation of the Contract Underlying the Bad Faith Claim is Governed by Another State's Law?

A recent opinion addresses a frequently arising question: can Massachusetts law (*i.e.*, c. 93A/176D) apply to a bad faith claim when the interpretation of the contract underlying the bad faith claim is governed by another state's law? In [Great Lakes Insurance SE v. Anderson](#), decided on a motion for judgment on the pleadings, federal district court Judge Kenneth Hillman, applying admiralty law, ruled that a New York choice of law provision in the policy governed not only the contract claims, but the bad faith claims as well and since there is no New York analog to c.93A the claims asserted under that statute were dismissed. The decision was grounded in an admiralty choice of law analysis and distinguished cases in which a court did permit a different state's law to govern the bad faith claims and coverage claims, suggesting that in some cases c. 93A and c. 176D could apply if the bad faith conduct took place in Massachusetts, even if another state's law governed the basic coverage issues.