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Biographical Information

Joe Cowan is an insurance coverage and business litigator. Joe's practice focuses on advising clients on insurance coverage issues and defending claims involving breach of contract, bad faith, and fraud. Joe has extensive experience advising insurers and policyholders on claims arising from catastrophic losses and natural disasters, with a particular emphasis on business interruption and cyber risk claims. Joe regularly consults with contractors and sureties on insurance coverage and risk transfer issues. Joe's experience also includes trials and appeals in the areas of business torts, products liability, construction, fidelity and surety, and other complex civil litigation.

Joe has published and lectured on a number of topics involving insurance litigation, including institutional bad faith, defending business interruption claims, preparing the insurance claim representative for testimony, and using social media to combat insurance fraud.

Admissions

- Alabama State Bar, 1996

Education

- J.D., Cumberland School of Law, *cum laude* 1996
- B.A., George Mason University, 1993

Additional Information

Civic and Professional Affiliations

- Alabama State Bar
- Birmingham Bar Association
- Alabama Defense Lawyers Association
- Claims and Litigation Management Alliance

Publications and Presentations

- *Faculty, CLM Claim College, School of Extra-Contractual Claims 2017–2020*
- *Using Social Media Sites to Research and Uncover Insurance Fraud*, published in *Defending Against Insurance Fraud Claims* (Aspatore Books, 2012)

Representative Cases

- Clarified requirement of contractual pay-if-paid provision in a subcontract and confirmed surety's ability to raise that provision as a defense to a Little Miller Act claim under a payment bond. *Keller Construction Co. of Northwest Fla., v. Hartford Fire Ins. Co.*, 279 So. 3d 579 (Ala. Civ. App. 2018)
- Represented hospital against software provider for loss of electronically stored health records. Avoided software provider's arbitration demand under software license agreement because the Business Associate Agreement it later executed omitted the arbitration language. *Greenway Health, LLC v. Southeast Ala. Rural Health Assoc.*, 290 So. 3d 812 (Ala. 2019).
- Successfully overturned \$1.12 million judgment against surety on payment bond because subcontractor's contract with labor broker was illegal and therefore could not be the basis of a payment bond claim. *White-Spinner Construction, Inc. and Hartford Fire Ins. Co. v. Construction Completion Co.*, 103 So. 3d 781 (Ala. 2012)
- Affirmed summary judgment for insurer on bad faith claim arising from alleged failure to investigate roof damage. *Singleton v. State Farm Fire & Cas. Co.*, 928 So. 2d 280 (Ala. 2005)

Awards

- Martindale-Hubbell® AV Preeminent
- *Best Lawyers In America*®, Insurance Law, 2014–2022



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