

# Supreme Court Holds Choice-of-Law Provisions in Maritime Insurer Contracts Are Presumptively Enforceable

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In an article for the American Bar Association's *Coverage Journal*, Archer partner [Daniel DeFiglio](#) explores the U.S. Supreme Court's unanimous decision in *Great Lakes Insurance SE v. Raiders Retreat Realty Co., LLC*, which held that choice-of-law provisions in maritime contracts are presumptively enforceable, subject only to limited exceptions.

This landmark ruling provides long-awaited clarity for the maritime insurance industry, reinforcing parties' ability to contractually determine governing law. As Daniel notes, recent federal court decisions have already begun applying the *Great Lakes* precedent—upholding choice-of-law clauses even when the selected jurisdiction has limited ties to the underlying dispute.

The ruling is expected to influence how marine insurers draft and negotiate policy terms, with New York law likely becoming a common default choice due to its robust commercial legal framework. While the decision is limited to maritime contracts under federal law, some legal observers suggest it may influence the broader enforcement of choice-of-law clauses in other commercial and insurance contexts.

For a comprehensive analysis, read the full article [here](#).

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