



## Abby V. DeMare

Associate

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Abby DeMare is an associate in Ice Miller's Litigation Group.

Prior to joining Ice Miller, Abby served as a judicial law clerk to the Honorable Loretta H. Rush of the Indiana Supreme Court.

She received her juris doctor from Indiana University Robert H. McKinney School of Law. There, she was the Executive Notes Editor of the *Indiana Law Review* and, as a Note Candidate, had her note selected for publication. While in law school, she also served as a research assistant to two law professors and participated in the Wrongful Conviction Clinic.

### Education

- Furman University (B.A., 2018)
- Indiana University Robert H. McKinney School of Law (J.D., 2021)

### Admissions

- Indiana

### Awards & Honors

- Pathfinder, Leadership Council on Legal Diversity (LCLD), 2025

### Services & Industries

- Litigation

## Success Stories

### Ice Miller Wins Ohio Supreme Court Ruling Upholding Arbitration in Bad Faith Insurance Case

Ice Miller LLP secured a key victory for its client, The Doctors Company Risk Retention Group (TDCRRG), when the Ohio Supreme Court issued a pivotal decision in *U.S. Acute Care Solutions, L.L.C. v. Doctors Co. Risk Retention Group Ins. Co.* The Court reinforced the enforceability of arbitration clauses in insurance contracts – even in tort claims alleging bad-faith insurance handling.

The dispute arose after U.S. Acute Care Solutions (USACS) self-funded a settlement in a Connecticut medical malpractice case and subsequently sued TDCRRG in Ohio, alleging bad faith claim handling. Although the Fifth District Court of Appeals ruled that the bad-faith claim was not subject to arbitration, the Ohio Supreme Court unanimously reversed that decision, holding that the arbitration clause in the insurance policy was broad enough to cover the dispute.

In its opinion, the Court emphasized Ohio's strong public policy favoring arbitration and clarified that broad arbitration clauses – like the one in TDCRRG's policy – are presumed to apply to a wide range of disputes, including tort claims. The Court found that the clause, which required arbitration of "any dispute relating to this policy," clearly covered the bad-faith claim, especially since the dispute could not be pursued without reference to the underlying insurance policy or the insurer-insured relationship.

The Court also addressed and distinguished its prior decision in *Scott Fetzer Co. v. Am. Home Assur. Co.*, which the Fifth Circuit relied upon in its decision below, explaining that while bad-faith claims are torts arising by the operation of law, they are not categorically excluded from arbitration. What matters, the Court explained, is the language of the arbitration clause and the parties' intent – and in this case, both support arbitration.

This ruling provides clarity and reassurance to insurers and policyholders alike: When parties agree to broad arbitration provisions, in Ohio, those agreements will be enforced, even against creatively pleaded tort claims. It also underscores the importance of precise contract drafting and the continuing strength of arbitration as a dispute resolution mechanism in Ohio.

Ice Miller LLP proudly represented the appellee in this appeal, with partner [Aneca Lasley](#) and senior counsel [Jenny Buchheit](#) leading the litigation team, supported by associates [Ally Petrillo](#) and [Abby DeMare](#). Their advocacy helped secure a decision that sets a meaningful precedent for future insurance disputes.

## Thought Leadership

June 2025

**Res Gestae | March Civil Cases Address Dismissals With Prejudice, Attorneys' Fees**

*Indiana State Bar Association Res Gestae*

May 2024

**Res Gestae | February Cases Address Implied Easements, Possibility of Different Standard for Unilateral Contracts, More**

*Res Gestae | Indiana State Bar Association*

## Published In

- "Hoosier Emergency Powers: Restoring Checks and Balances," *Indiana Law Review*, Vol. 54, No. 2, 2021
- "The Disclosure Tort in Indiana: How a Contemporary Twist Could Revive a Dormant Remedy," *Indiana Law Review*, Vol. 54, No. 3, 2021