

A-One Oil Company vs. The Massachusetts Bay Insurance Company

Year: 1997

Court: New York State Court of Appeals

Case Number: 95-4397

Insurance company should not be able to avoid its duty to defend and indemnify based on a pollution exclusion when damage sustained was result of replacement of an old heater in a private residence. Exclusion, as applied does not meet reasonable expectations of insured.

UP's brief was written pro bono by Irene C. Warshauer, Esq. and David Roland, Esq. of Anderson Kill & Olick, PC, and Amy Bach, Esq.

The information presented in this publication is for general informational purposes and is not a substitute for legal advice. If you have a specific legal issue or problem, United Policyholders recommends that you consult with an attorney. Guidance on hiring professional help can be found in the "Find Help" section of www.uphelp.org. United Policyholders does not sell insurance or certify, endorse or warrant any of the insurance products, vendors, or professionals identified on our website.

Source: <https://uphelp.org/amicus-briefs/a-one-oil-company-vs-the-massachusetts-bay-insurance-company/> Date: November 22, 2024