

AstenJohnson Inc. vs. Columbia Casualty Company and Fireman's Fund Insurance Companies

Year: 2007

Court: U.S. Court of Appeals, 3rd Circuit

Case Number: 07-2305

Policyholders should have the right to select the policies under which they seek coverage, without fear of prejudice to any Laches or Course of Performance Argument. Courts should not hamstring a policyholder's efforts to obtain evidence of custom and usage in the insurance industry, particularly where evidence regarding trade usage provides the basis for interpreting the language in the policy. It is essential that policyholders have the opportunity to take broad discovery on matters relating to custom and usage in the insurance industry. Insurance companies should not be allowed to adopt an interpretation that renders a policy provision meaningless.

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