

Evanston Insurance Company v. Roman Catholic Bishop of Orange

Year: 2025

Court: United States Court of Appeals for the Ninth Circuit

Case Number: 25-3165

In its amicus brief, United Policyholders addresses whether an insurance policy that does not contain an aggregate limit should have an aggregate limit imposed by a court on the grounds that a general liability policy with only a per occurrence limit of liability, and no general aggregate limit, would be “inexplicable,” “unreasonable,” or “irrational.” United Policyholders argues that: it was in fact industry norm and intention to write policies in this way; and moreover, insurance companies should not be excused from their coverage obligations simply because, in hindsight, the covered losses are greater than the insurance company may have anticipated.

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