

Fluor Corporation v. Superior Court of Orange County, CA. (Real Party in Interest Hartford Accident and Indemnity Co.)

Year: 2012

Court: California Supreme Court

Case Number: S205889

This case involves an insurance company's effort to cut off the coverage/protection rights of one of its insureds based on a clause prohibiting assignments without the insurer's consent. The insured is a construction company that paid substantial premiums to the insurance company in return for protection against claims and liabilities arising out of its construction business. Although the insured construction company made changes in its corporate ownership structure, it did not change its basic business operation, so when a claim arose – the company reasonably expected that protection to remain operative. UP weighed in to support the policyholder, contending that the insurer was unfairly trying to use an anti-assignment clause to escape their policy obligations long after the occurrence of injury-causing events for which their insured was held liable.

UPs brief was written pro bono by John E. Heintz, James R. Murray, Kirk A. Pasich, Edward Tessler and Erin L. Webb of the law firm of Dickstein Shapiro LLP

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