

Hussey Copper, Ltd. v. Arrowood Indemnity Company, f/k/a Royal Insurance Company of America

Year: 2009

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

Case Number: 09-4037

UP's letter addressed the meaning of the absolute pollution exclusion and how it affects policyholders throughout the nation. Insurance policies are often the only viable source of defense and indemnification. The absolute pollution exclusion undercuts coverage that policyholders had bought and relied upon. If misapplied, as in this case, the absolute pollution exclusion can deny coverage that policyholders purchased and badly needed. UP asked the Court to hold that the completed-products operations clause—as applied in cases such as this one—trumps the absolute pollution exclusion.

UP's brief was written pro bono by David Abney, Esq.

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