

[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.

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/hussey-copper-ltd-v-arrowood-indemnity-company-f-k-a-royal-insurance-company-of-america/>

Date: November 22, 2024