

Lockheed Corporation vs. Continental Insurance Company

Year: 2004

Court: 137 Cal. App. 4th 187

Case Number:

Interpretation of the personal injury liability (“PIL”) coverage provision in comprehensive general liability policies and its application to environmental liability. Long standing positions taken by the insurance industry flatly contracts the current position of the industry that violation or infringement of property or contract rights claims are not with the PIL coverage. Insurance companies must be prevented from contradicting positions taken by them at the time the provisions at issue were drafted and in other insurance coverage actions simply when it serves their own financial interests to do so. When construing an insurance policy, the primary focus should be on the reasonable expectations of the insured at the time the coverage was purchased.