

National Indemnity Co. v. State of Montana

Year: 2020

Court: Supreme Court of the State of Montana

Case Number: 19-0533

In its brief, UP argues that the District Court correctly held that NIC owes the State a complete defense and indemnity for long-tail asbestos claims under the “all sums” language in its insurance policy. That holding is consistent not only with the insurance policy language; it also accords with the insurance industry’s stated intent when it drafted the CGL Policy and marketed it to policyholders. UP argues that, as explained in the drafting history, (1) the standard-form language supports a continuous-injury trigger of coverage, (2) requires enforcement of the CGL Policy’s plain “all sums” language, and (3) limits the application of the pollution exclusion to active polluters.

This brief was drafted pro bono by Lorelie Masters and Rachel Hudgins of Hunton Andrews Kurth