

## **Old United Insurance Company, dba Vantage Casualty Company vs. Buhrman, Don**

Year: 2005

Court: California Court of Appeal, 4th District, Division 2

Case Number: E039995

UP argued that the policy at issue contained a compulsory arbitration clause which Insurance Company ignored, forcing insured to incur expenses for litigation as well as loss of time. Under these circumstances, damages for breach of contract are insufficient. Only a tort rationale will provide compensation for the consequential damages suffered by the policyholder.

UP's brief was written pro bono by Eugene R. Anderson, Esq., of Anderson, Kill & Olick, PC and Amy Bach, Esq.