

Pilkington North America vs. Travelers Casualty and Surety Company, et al.

Year: 2004

Court: Ohio Supreme Court

Case Number: 2005-0378

Relying on the majority rule, UP supported the argument that a corporate policyholder is entitled to a defense and indemnity for pre-acquisition liabilities because liability insurance coverage follows the alleged liability by operation of law. The majority of courts have held that anti-assignment clauses do not apply to the transfer of coverage rights or choses in action after a loss has taken place. This position also is consistent with the custom and practice of insurance companies and corporate policyholders alike.

UP's brief was written pro bono by Drew A. Carson, Sarah H. Kostura, William G. Passannante and Cathleen Cinella Tylis.