

Plastics Engineering Company vs. Liberty Mutual Insurance Company

Year: 2007

Court: Wisconsin Supreme Court

Case Number: Appeal No. 2008AP333

Because the incident giving rise to liability was each individual plaintiff's continuous or repeated exposure to asbestos and not the business decision to manufacture asbestos or a failure to protect against their alleged hazards, the only plausible way to interpret "occurrence" is that it refers to the immediate proximate cause of each claimant's injuries. Therefore, the Court should conclude that each underlying claimant's exposure to asbestos constitutes a separate "occurrence." (2) The Court should also hold that each CGL policy triggered by an asbestos claim must pay "all sums" up to its policy limits, subject to the insurer's right to seek contribution from other insurers whose policies are also triggered.

UP's brief was written pro bono by Paul G. Kent and Alan G.B. Kim, Jr. of Anderson & Kent. Of Counsel: Amy Bach, Esq.