

Radiator Specialty Co. v. Arrowood Indemnity Co.

Year: 2021

Court: North Carolina Supreme Court

Case Number: 20PA21

In its amicus curiae brief, UP argues that the terms of the standard commercial general liability insurance policy compels “all sums” allocation. UP brief specifically emphasizes the insurance industry’s extensive drafting history, which confirms that the standard commercial general liability insurance policy, once triggered by injury or damage happening during the policy period, should provide coverage for a policyholder’s liability in full up to the policy limits, rather than some lesser, prorated amount.

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