

Radiator Specialty Company v. Fireman's Fund Insurance Co.

Year: 2016

Court: North Carolina Court of Appeals

Case Number: 16-638

UP supports the position that the terms of the standard commercial general liability (“CGL”) policy compels “all sums” allocation. UP wrote separately from the parties of the case to bring to the Court’s attention the extensive drafting history of the insurance industry, which confirms that the standard CGL policy, once triggered by injury or damage happening during the policy period, is intended to provide coverage for a policyholder’s liability in full up to the policy limits, rather than some lesser, prorated amount. Since North Carolina has no law directly on point, UP weighed in to urge the Court to adopt the “all sums” rule which favors policyholders and promotes prompt remediation of environmental contamination and compensation of victims of asbestos-related injuries.

UP's brief was authored pro bono by Ann V. Kramer, Esq. and Julie L. Hammerman, Esq. of Reed Smith LLP and R. Steven DeGeorge, Esq. of Robinson, Bradshaw & Hinson, P.A