

Silver Sage Partners, Ltd. vs. City of Desert Hot Springs et al.

Year: 2002

Court: U.S. Court of Appeals, 9th Circuit

Case Number: 02-57082, 03-55394

Where an insurer chooses to draft an exclusion that does not clearly and unambiguously apply to a specific claim, it cannot argue, after the fact, for a contrary interpretation. Poor draftsmanship cannot support an insurer's argument for a narrow underwriting construction of coverage.

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