

Simon Wrecking Company Inc., et al. vs. AIU Insurance Company, et al.

Year: 2007

Court: U.S. District Court, Eastern District of Pennsylvania

Case Number: 03-CV3231

Interpretation of pollution exclusion clause. UP urged the Court to interpret the “sudden and accidental” exclusion in favor of coverage and should estop CNA (the defendant) from applying the exclusion in anyway that is inconsistent with its representation to the State Insurance regulators in 1970 when it was passed.

UP's brief was written pro bono by Lee M. Epstein, Esq. of Fried & Epstein, LLP and Amy Bach, Esq.