

Thomas Woodhams and Charlene Connors, v. Allstate Fire and Casualty Company

Year: 2010

Court: U.S. Court of Appeals, 2nd Circuit

Case Number: 10-4389

Does Allstate's 180 day policy language violate New York's Standard Fire Policy? Is Allstate's 180 day policy language ambiguous? UP argued that it is not reasonable to uphold language in property policies that deprives insureds of full replacement cost benefits where they cannot complete repairs/replacement within 180 days of a loss.

UP amicus brief written pro bono by Marc Ladd in the NY office of Anderson Kill and Olick.