

U.S. Fidelity And Guarantee Co. V. U.S. Sports Specialty Ass'n

Year: 2011

Court: Utah Supreme Court

Case Number: WL 192793

In this case an insurer went after its insured to recoup monies it had paid (over policy limits) as part of a settlement. UP argued that because the insurer had initiated the settlement and because there was no right of restitution expressly stated in the policy, it could not recoup. In a significant opinion favorable to policyholders, the Utah Supreme Court agreed.

The Brief was written pro bono by William G. Passannante, Esq. of Anderson Kill & Olick, PC. and Marc Ladd, Esq.