

[U.S. Metals v. Liberty Mutual Group](#)

Year: 2015

Court: Texas Supreme Court

Case Number: 14-0753

On certified question from the U.S. Court of Appeals for the 5th Circuit, the Texas Supreme Court was confronted with the question of whether the “your product” and “impaired property” exclusions in CGL policies, are the terms “physical injury” and/or “replacement” ambiguous? UP argued, inter alia, in its brief that the “impaired property” exclusion should be strictly construed against the insurer and in favor of coverage for the policyholder because it is ambiguous as a matter of law.

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