

# **United States Fidelity and Guarantee Co. vs. United States Sports Specialty Association**

Year: 2009

Court: Utah Supreme Court

Case Number: 20090657-SC

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.

UP's brief was written pro bono by William G. Passannante, Esq. and Marc Ladd, Esq. of Anderson Kill & Olick, PC. Of Counsel: Amy Bach, Esq.