APPELLATE COURT OF THE STATE OF CONNECTICUT

A.C. 36749

R.T. VANDERBILT COMPANY, INC.
V.
HARTFORD ACCIDENT & INDEMNITY COMPANY, ET AL.

BRIEF OF *AMICUS CURIAE* UNITED POLICYHOLDERS IN SUPPORT OF PLAINTIFF-APPELLANT/CROSS-APPELLEE'S BRIEF ON THE MERITS

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STATEMENT OF ISSUES

1. In view of the allocation principles adopted by *Security Insurance Co. of Hartford v. Lumbermens Mutual Casualty Co.*, 264 Conn. 688 (2003), where a policyholder is not deemed self-insured for periods of time in which it purchased available insurance, did the trial court err in deeming Vanderbilt self-insured for defense for periods of time when Vanderbilt purchased available insurance?
2. Did the trial court err in determining the mathematical allocation formula for indemnity and defense costs?
3. In an umbrella/excess insurance policy which requires the carrier to defend the policyholder against an occurrence not covered by underlying insurance or to which there is no other applicable insurance, did the trial court err in holding that this provision only applies to the situation where such underlying insurance does not cover the type of risk presented by the occurrence, rather than finding that the provision also applies when the policyholder has no other primary or excess defense coverage in any way applicable to the occurrence?

TABLE OF AUTHORITIES

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Cases

Fulton Boiler Works v. Am. Motorists Ins. Co.,
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Keene Corp. v. Insurance Co. of North America,
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Stonewall Insurance Co. v. Asbestos Claims Management Corp.,
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Other Authorities

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United Policyholders respectfully submits this *amicus* brief[1] for the Court's consideration because the resolution of this case is highly important to commercial policyholders in Connecticut who rely upon their CGL insurance policies for coverage of asbestos and similar long-tail liability claims.

STATEMENT OF INTEREST OF AMICUS CURIAE

United Policyholders ("UP") refers this Court to the more complete Statement of Interest submitted in Amicus Curiae's Application to Appear as, and File Brief of, Amicus Curiae, filed on November 19, 2015. Briefly, UP is a federal 501(c)(3) tax-exempt organization founded in 1991 that is a voice and an information resource for insurance consumers in Connecticut and throughout the United States. Dedicated to educating the public on insurance issues and consumer rights, UP assists and informs disaster victims and individual and commercial policyholders with regard to every type of insurance product. Grants, donations, and volunteers support our work. UP does not accept funding from insurance companies. UP is based in California but operates nationwide.

UP has a particular interest in promoting the rights of policyholders and seeing that policyholders obtain the full measure of the insurance they purchase. The questions presented in this case are of importance to policyholders across the nation, particularly policyholders of commercial general liability policies. Here, the policyholder purchased all levels of asbestos-related defense costs for the relevant period, therefore it should not be considered self-insured. The trial court could not identify a policy in the post-1985 period that the policyholder could have purchased that would have provided more coverage in

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1 Pursuant to Rule 67-7 of the Connecticut Rules of Appellate Procedure, the undersigned counsel certifies that counsel for no party wrote this brief in whole or in part, and did not contribute to the cost of the preparation or submission of this brief. All costs and fees were paid by United Policyholders.

defense of the underlying asbestos actions. A decision to hold this policyholder as self-insured for this period, and thus responsible for a *pro rata* share of defense costs, would have detrimental consequences for commercial policyholders in Connecticut going forward.

STATEMENT OF FACTS

United Policyholders hereby adopts the "Statement of Facts and Proceedings" set forth in the Brief of Plaintiff-Appellant/Cross-Appellee, filed on March 9, 2015, and the "Counter-Statement of Facts" set forth in the Combined Response/Reply Brief of Plaintiff-Appellant/Cross-Appellee, R.T. Vanderbilt Company, Inc., filed on October 30, 2015, and refers the Court thereto for a detailed recitation of the factual history of this case.

ARGUMENT

UP respectfully submits that the Trial Court committed reversible error when it determined that R.T. Vanderbilt ("Vanderbilt") is considered self-insured for the period of March 3, 1993 to April 24, 2007. Vanderbilt purchased all levels of available asbestos-related defense costs coverage during these relevant policy periods, therefore Vanderbilt should not be considered self-insured. This Court has the opportunity to correct the errors below and lend clarity to the meaning of "self-insured" for post-1985 claims-made policies with asbestos exclusions.

A. THERE SHOULD BE NO ALLOCATION OF DEFENSE COSTS TO THE POLICYHOLDER WHEN IT CANNOT PURCHASE INSURANCE

Due to the increased volume of asbestos litigation after 1986, insurance companies adopted insurance exceptions in their general liability and product liability policies. *See*, Combined Response/Reply Brief of Plaintiff-Appellant/Cross-Appellee (the "Combined Response") at p. 15. The underlying decision in this case states as much. *See*, *R.T. Vanderbilt v. Hartford Accident & Indem. Co.*, X02UWYCV075016321, 2104 Conn. Super.

Lexis 699, *24 (Conn. Super. Ct. Mar. 28, 2014) ("In seeking coverage, all other policies available to the plaintiff contained asbestos exclusions"). Policyholders should not be punished for a mandate developed by the insurance companies themselves to avoid liability that they knew eventually would force them to indemnify their policyholders.

A policyholder purchases insurance to guard against risks that may leave it liable. Insurance provides for a policyholder purchasing and paying high premiums to insure against risks that may never come to fruition. In the best case scenario, the policyholder pays premiums to its insurance company and is never reimbursed, because the loss for which the policyholder has paid the premiums never occurs.

A policyholder should not, and cannot, be punished for failing to purchase unavailable insurance. "It is inequitable to require an insured to assume defense costs for claims which it could not have insured against..." *Security Insurance Co. v. Lumbermens Mut. Cas. Co.*, CV960475565S, 1999 Conn. Super. Lexis 1902, *24 (Conn. Super. Ct. July 12, 1999).

In this case, the insurance companies ask that their policyholder assume a *pro rata* portion of defense costs during this post-1985 period when it could not have bought comprehensive insurance covering asbestos-related claims. *See*, Combined Response at p. 17. A *pro rata* allocation may make sense in a jurisdiction that does not enforce the standard promise to pay "all sums" for periods during which a policyholder is willfully uninsured or underinsured. However, "[t]he 'proration to the insured' approach, which requires contribution from a self-insured entity for those periods in time in which insurance coverage is available, is *inapplicable* to those periods of time in which coverage for a particular risk cannot be acquired." *Security* at *23 (emphasis added). The United States

Court of Appeals for the Second Circuit also takes this vision, stating in *Stonewall Insurance Co. v. Asbestos Claims Management Corp.*, 73 F.3d 1178 (2d Cir. 1995), that a "proration-to-the-insured should [not] be applied to years after 1985 when asbestos liability insurance was no longer available." *Stonewall* at 1203.

Vanderbilt purchased the only insurance available to it during the ostensible "underinsured" period. Its inability to purchase additional insurance should not be held against it. The policyholder should not be punished for making all reasonable efforts to purchase insurance, regardless of whether those diligent efforts are unsuccessful. "The periods of no insurance on the part of the companies that used or sold asbestos did not reflect a decision by the companies to assume or retain a risk." *Steadfast Ins. Co. v. Purdue Frederick Co.*, X08CV020191697S, 2006 Conn. Super. Lexis 1970, *20 (Conn. Super. Ct. May 18, 2006). Vanderbilt's efforts to purchase insurance during this time contravene the notion that it was willfully uninsured.

A condition of any proration to the policyholder is that the period of non-insurance must be a choice by the policyholder. "When periods of no insurance reflect a decision by an actor to assume or retain a risk, as opposed to periods when coverage for a risk is not available, to expect the risk-bearer to share in the allocation is reasonable." *Owens-Illinois, Inc. v. United Ins. Co.*, 650 A.2d 974, 995 (N.J. 1994). This sentiment is echoed by Circuit Judge Wald's concurrence in *Keene Corp. v. Insurance Co. of North America*, 667 F.2d 1034 (1981). "I just do not understand why an asbestos manufacturer, which has *consciously decided* not to insure itself during particular years of the exposure-manifestation period, should have a reasonable expectation that it would be exempt from any liability for injuries that were occurring during the uninsured period." *Keene* at 1058

(emphasis added). In this case, the policyholder could not have "consciously decided" to forego insurance because the insurance industry effectively made comprehensive, occurrence-based coverage unavailable for policyholders such as Vanderbilt.

Further, the "Second Circuit has held that an insured cannot be allocated a share of liability for years after 1985 when asbestos liability insurance was no longer available." *Fulton Boiler Works v. Am. Motorists Ins. Co.*, 828 F.Supp. 2d 481, 494 (N.D.N.Y. 2011) (internal quotation and citation omitted). The fact that a policyholder went to extreme lengths to procure whatever meager insurance that it found available should not, and has not, been held against the policyholder. "That [the policyholder] maintained such insurance until asbestos exclusions were added…does not impact the realistic availability of asbestos liability insurance thereafter." *Id.*

In short, a policyholder can only insure against the risks for which insurance companies will allow it to purchase insurance.

B. THE AVAILABILITY OF CLAIMS-MADE COVERAGE IS IRRELEVANT FOR POST-1985 ASBESTOS CLAIMS

Claims-made insurance policies provide coverage only for claims brought within the policy period. After 1985, the claims-made policies sold by insurance companies included asbestos-exclusions, which precluded policyholders such as Vanderbilt from purchasing insurance for their alleged asbestos-containing products. Combined Response at 14-16. This change in the insurance market eliminated post-1985 long tail claims for asbestos liability. Because Vanderbilt essentially was precluded from purchasing insurance for alleged asbestos-related occurrences after 1985, the availability of any claims-made coverage to it is irrelevant. "In seeking coverage, all other policies available to the plaintiff contained asbestos exclusions." *Vanderbilt* at *24.

Policyholders seeking asbestos coverage after 1985 were left powerless to obtain such coverage by the exclusions imposed unilaterally by insurance companies. These exclusions were not a bargained for, or agreed upon, term. "There is no reason to believe that any bargaining occurred with respect to the asbestos exclusion clauses." *Stonewall* at 1204.

For periods during which a policyholder opts to self-insure, a pro-ration to the policyholder allocation may make sense in a jurisdiction which does not enforce the "all sums" promise. Under this approach, "an insured would be liable to contribute its *pro rata* share of indemnification costs for asbestos-related personal injury claims which had triggered multiple insurance coverages under the 'continuous trigger' doctrine, with respect to those periods of time in which the insured opted to self-insure." *Security* at *15 (citing *Stonewall* at 1203).

Due to the newly implemented asbestos exclusions after 1985, Vanderbilt could not have purchased occurrence-based insurance to protect against these risks. The purchase of claims-made coverage during this period would be a benefit to any insurance company obligated to cover the claim because of a prior occurrence-based policy. This should not affect any subsequent allocation after the claims-made policy period expires. Simply put, the availability of any claims-made coverage is irrelevant because such narrower coverage applies only to claims made during the policy period.

In general, once the policy period expires, a claims-made insurance policy has no further value. Unlike an occurrence-based policy, a policyholder cannot claim a defense or indemnity under a claims-made policy after the termination of the policy period. The purpose of claims-made coverage is to limit the insurance company's liability for long-tail

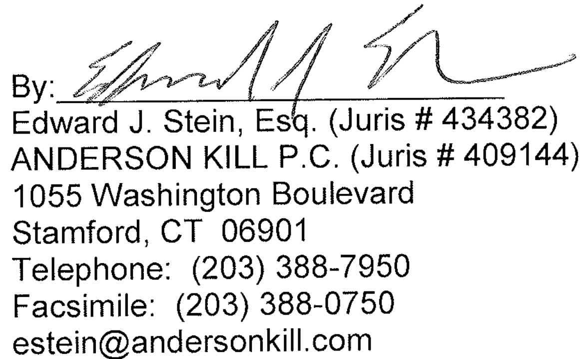
claims. This narrower coverage is meant to "establish that one and only one policy will respond to a claim for a covered injury or damage...[whereas] general liability occurrence insurance policies...were written to provide coverage under multiple insurance policies where the injury is either gradual or repeated over successive policy periods." Lorelie S. Masters, Jordan S. Stanzler & Eugene R. Anderson, *Insurance Coverage Litigation* at § 4.07, at 1.11 (Wolters Kluwer Law & Business, 2000 & Supp. 2015) (internal quotations omitted).

Further, Vanderbilt did buy whatever coverage was available to it after 1985. The fact that it could not purchase enough insurance to insure itself fully should not be held against Vanderbilt. It did not opt to self-insure. *See*, *Security, supra*. This plainly is evidenced by the fact that Vanderbilt did everything within its power to purchase all available insurance. Combined Response at 16-18. The insurance companies here ask Vanderbilt to assume a *pro rata* allocation of defense costs for periods in which Vanderbilt could not have purchased adequate coverage due to the strictures imposed upon it by the insurance companies. This should not be allowed.

CONCLUSION

For the reasons set forth above, Amicus Curiae United Policyholders respectfully requests that the Court find that Plaintiff-Appellant is not deemed self-insured for defense costs from March 3, 1993 to April 24, 2007.

AMICUS CURIAE,
UNITED POLICYHOLDERS



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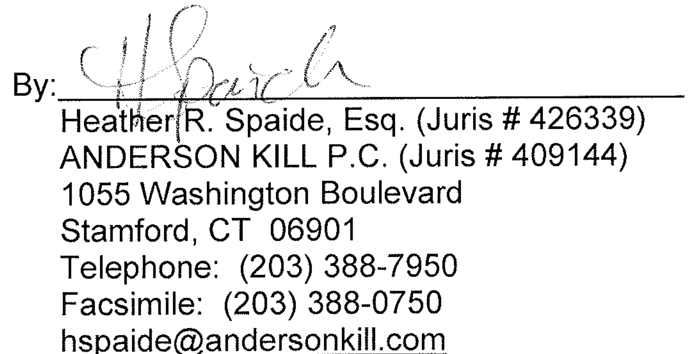
By:

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CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies that the foregoing complies with the requirements of the Rules of Appellate Procedure §§ 66-3, 62-7, and 67-2, that the font is Arial 12, and that all other Appellate rules have been satisfied.

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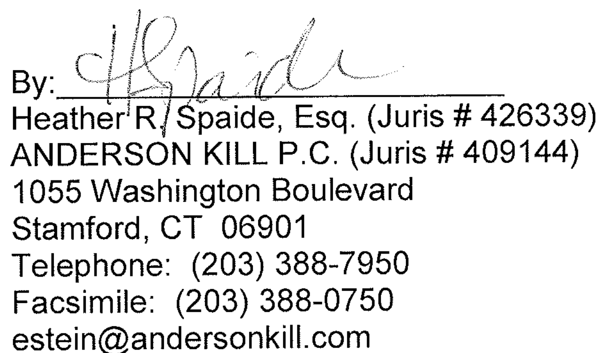
UNITED POLICYHOLDERS



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