

Viking Pump Changing The Allocation Landscape A

As recognized, adventure as capably as experience very nearly lesson, amusement, as without difficulty as understanding can be gotten by just checking out a ebook **viking pump changing the allocation landscape a** moreover it is not directly done, you could assume even more roughly speaking this life, not far off from the world.

We present you this proper as with ease as simple habit to acquire those all. We manage to pay for viking pump changing the allocation landscape a and numerous books collections from fictions to scientific research in any way. in the course of them is this viking pump changing the allocation landscape a that can be your partner.

ManyBooks is one of the best resources on the web for free books in a variety of download formats. There are hundreds of books available here, in all sorts of interesting genres, and all of them are completely free. One of the best features of this site is that not all of the books listed here are classic or creative commons books. ManyBooks is in transition at the time of this writing. A beta test version of the site is available that features a serviceable search capability. Readers can also find books by browsing genres, popular selections, author, and editor's choice. Plus, ManyBooks has put together collections of books that are an interesting way to explore topics in a more organized way.

Viking Pump Changing The Allocation

court know, things were about to change. 'Viking Pump' On May 3, 2016, the Court of Appeals issued an unexpected decision in Viking Pump, explain - ing that "pro rata allocation is inconsistent with non-cumulation and non- cumulation/ prior insurance provisions" and holding "that all sums allocation is appropriate in policies

'Viking Pump': Changing The Allocation Landscape A

In In re Viking Pump, the New York Court of Appeals applied an all sums allocation to a long-term asbestos bodily injury case, catching New York insurance practitioners by surprise and uprooting the long-held understanding that New York is a pro rata jurisdiction. Courts have long wrestled with the appropriate approach to allocating loss in insurance coverage cases concerning continuous bodily injury or property damage that takes place over many years.

Schulte Roth & Zabel LLP - 'Viking Pump': Changing the ...

'Viking Pump': Changing the Allocation Landscape In their Corporate Insurance Law column, Howard B. Epstein and Theodore A. Keyes write: In 'In re Viking Pump', the New York Court of Appeals ...

'Viking Pump': Changing the Allocation Landscape

Amy Kallal addressed the Viking Pump decision, stating that "it turns out" that New York is not really a pro rata state, but that "sometimes" it is. In 2002, the New York Court of Appeals applied pro rata allocation in an environment coverage case called Consolidated Edison Co. v. Allstate Insurance Company.

A New Allocation Landscape Under In re Viking Pump, Inc.

'Viking Pump': Changing The Allocation Landscape A In In re Viking Pump, the New York Court of Appeals applied an all sums allocation to a long-term asbestos bodily injury case, catching New York insurance practitioners by surprise and uprooting the long-held understanding that New York is a pro rata jurisdiction.

Viking Pump Changing The Allocation Landscape A

On May 3, however, the Court of Appeals issued a landscape-changing unanimous decision in In re Viking Pump, 2016 WL 1735790 (N.Y. May 3, 2016). Ruling on allocation and a related issue, exhaustion, the Court of Appeals granted the policyholders' request to employ "all sums" and "vertical exhaustion" approaches to policies containing "non-cumulation" and "prior insurance" provisions.

'Viking Pump': Landmark Victory for ... - Pillsbury Law

Viking Pump vindicates this position and reaffirms the Court's rule that the specific policy language at issue must be evaluated on its own and that it is the policy language, as opposed to the insurance industry's public policy arguments for pro rata allocation, that

New York High Court Issues Much ... - Covington & Burling

Viking and Warren sought coverage under the Liberty Mutual policies, and the Delaware Court of Chancery determined that both companies were entitled to exercise rights as insureds under those policies (see generally Viking Pump, Inc. v Liberty Mut. Ins. Co., 2007 WL 1207107, 2007 Del Ch LEXIS 43 [Del Ch Apr 2, 2007]).

In re Viking Pump, Inc.

1. Location - locate the pump as close as possible to supply of liquid being pumped. If possible locate pump below liquid supply. Viking pumps are self-priming; but, the better the suction conditions the better the pump will perform. 2. Accessibility - pump must be accessible for inspection, maintenance and repair. 3.

MODEL NUMBER CHART - Viking Pump | Pump Innovations in ...

Viking Pump, Inc. has been a pump industry leader and innovator since its founding in 1911. We're building on our ever-growing experience to deliver innovative pumping solutions (including custom designs) to thousands of customers who use millions of Viking pumps in some of the world's toughest applications.

Pump Innovations in Liquid Handling Since 1911 - Viking Pump

NY High Court's 'All Sums' Allocation Ruling in Viking Pump is a Game Changer. Home Perspectives NY High Court's 'All Sums' Allocation Ruling in Viking Pump is a Game Changer. Authors: Ann V. Kramer John B. Berringer John N. Ellison Paul E. Breene Richard P. Lewis. Yesterday, New York's high court took a giant step forward in protecting policyholders facing latent injury claims, allowing them to avoid multiple deductibles, retentions and insolvent coverage.

NY High Court's 'All Sums' Allocation Ruling in Viking ...

Keyspan states that "the method of allocation is governed foremost by the particular language of the relevant insurance policy," and Viking Pump states that "the contract language controls the question of allocation").

Under the Keyspan and Viking Pump line of cases, the Court of Appeals of New York has made clear that policy language will dictate the applicable allocation scheme, and that any policy containing “continuing coverage” language extending coverage for injuries or ...

How 2 Cases Have Settled NY Insurance Allocation Law - Law360

Subsequently, on May 3, 2016, the New York Court of Appeals issued an opinion in *In re Viking Pump, Inc.* ruling that all sums allocation should apply to policies with non-cumulation clauses because non-cumulation clauses “plainly contemplate that multiple successive insurance policies can indemnify the insured for the same loss or occurrence” and non-cumulation was inconsistent with a pro rata approach.”

NY Asbestos Non-Cumulation Post Viking Pump - Hoke ...

That critique of Olin III cleared the path for Viking Pump to apply an all sums allocation. Viking Pump seems to have lost the forest for the trees by subjugating the “during the policy period”...

Viking Pump Rebels Against NY Pro Rata Allocation Regime ...

In *Viking Pumps*, the court found, instead, that the presence of a non-cumulation clause or a non-cumulation clause and prior insurance provision mandates an all sums allocation and concluded that a pro-rata allocation is irreconcilable with non-cumulation clauses.

In re Viking Pump, Inc. - AIRROC

Based on the New York Court of Appeals’ intervening decision in *Viking Pump* (previously covered here, the Second Circuit found that an all sums allocation should apply. The decision thus allows Olin to obtain full indemnification under OneBeacon’s policy for amounts spent to remediate the manufacturing sites, up to the limits of that policy.

Viking Pump | Hunton Insurance Recovery Blog

Viking Pump Expressly Held that “Continuing Coverage” Policy Language Compels All Sums Allocation Following *Viking Pump*, lawyers for policyholders and insurance companies alike have focused their attention on whether their policies contain prior allocation and non-cumulation clauses like those that

How 2 Cases Have Settled NY Insurance Allocation Law

The *Viking Pump* court itself noted that in jurisdictions applying pro rata allocation as a matter of course, the courts have “emphasiz[ed] language in the insurance policies that may be ...

How 2 Cases Have Settled NY Insurance Allocation Law - Law360

On appeal in *Viking Pump*, the insurers argued that “pro rata” allocation should apply even under the standard-form CGL policy language at issue there, and that the non-cumulation and prior insurance provision in the policies operate to reduce the total limits available after proration of the claim.

Copyright code: d41d8cd98f00b204e9800998ecf8427e.