## SUPREME COURT OF ILLINOIS

# Griffith Foods International, Inc. v. National Union Fire Insurance Company of Pittsburgh, PA

2026 IL 131710 (Ill. 2026) · No. 131710 · Decided January 23, 2026


### SUMMARY

The Illinois Supreme Court answers a certified question from the Seventh Circuit concerning the relevance of permits or regulations authorizing emissions to the application of a pollution exclusion in a standard-form commercial general liability policy. The court holds that such permits or regulations have no relevance, concluding that the plain language of the pollution exclusion applies to claims alleging injury from emissions regardless of whether the emissions were authorized. The court overrules Erie Insurance Exchange v. Imperial Marble Corp. and Country Mutual Insurance Co. v. Bible Pork, Inc. to the extent they conflict with this conclusion.


### CASE DETAILS

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| COURT | Supreme Court of Illinois |
| WRITING FOR THE COURT | Justice Cunningham; Chief Justice Neville; Justice Theis; Justice Overstreet; Justice Holder White; Justice O'Brien |
| JURISDICTION | Supreme Court of Illinois |
| DECIDED | January 23, 2026 |
| DOCKET | 131710 |
| DISPOSITION | other |
| PROCEDURAL POSTURE | The Illinois Supreme Court answered a certified question of Illinois law submitted by the United States Court of Appeals for the Seventh Circuit under Illinois Supreme Court Rule 20 concerning the relevance of emissions permits and regulations to a standard-form commercial general liability pollution exclusion. |
| STANDARD OF REVIEW | De novo review applies to certified questions of law and to construction of an insurance policy. |
| PRECEDENTIAL VALUE | published and precedential |
| PARTIES | National Union Fire Insurance Company of Pittsburgh, PA v. Griffith Foods International, Inc., Sterigenics U.S., LLC |

## TOPICS

duty to defend | insurance coverage | declaratory relief insurance | environmental law | appellate procedure

## PRACTICE AREAS

insurance coverage | insurance litigation | appellate procedure | environmental law

## QUESTIONS PRESENTED

1. Whether a permit or regulation authorizing emissions, generally or at particular levels, is relevant when determining whether a standard-form commercial general liability pollution exclusion applies.
2. Whether the Illinois Appellate Court decisions in Erie Insurance Exchange v. Imperial Marble Corp. and Country Mutual Insurance Co. v. Bible Pork, Inc. remain valid to the extent they treat permitted emissions as creating ambiguity under the pollution exclusion.

## HOLDINGS

1. A permit or regulation authorizing emissions, generally or at any particular levels, has no relevance in assessing whether a standard-form commercial general liability pollution exclusion applies.
2. Erie Insurance Exchange v. Imperial Marble Corp. and Country Mutual Insurance Co. v. Bible Pork, Inc. are overruled to the extent they are inconsistent with the conclusion that the existence of an emissions permit is irrelevant to application of the pollution exclusion.

## KEY QUOTATIONS

> *"a permit or regulation authorizing emissions (generally or at any particular levels) has no relevance in assessing the application of a pollution exclusion within a standard- form commercial general liability policy."* (¶ 2)

> *"In sum, in determining whether the pollution exclusion in a CGL policy applies, we hold that it is irrelevant whether the underlying pollution is permitted or not."* (¶ 29)

> *"To the extent that Imperial Marble and Bible Pork are at odds with this conclusion, those decisions are overruled."* (¶ 29)

## FACTUAL BACKGROUND

Residents of Willowbrook, Illinois, alleged that Griffith Foods and its corporate successor, Sterigenics, had emitted ethylene oxide from a medical-equipment sterilization facility for more than 35 years, causing illnesses including cancer and other serious diseases. National Union issued two commercial general liability policies covering the facility from September 1983 to September 1985. The policies contained a standard pollution exclusion, and National Union refused to defend the underlying tort litigation on that basis; the emissions had been authorized by an Illinois Environmental Protection Agency permit.

## PROCEDURAL HISTORY

Griffith Foods International, Inc. and Sterigenics U.S., LLC sought a declaration in the United States District Court for the Northern District of Illinois that National Union had a duty to defend an underlying mass-tort action involving ethylene oxide emissions. The district court held that the pollution exclusion did not apply because the emissions were authorized by an Illinois Environmental Protection Agency permit. National Union appealed, and the Seventh Circuit certified the question to the Illinois Supreme Court because of perceived tension among Illinois and Seventh Circuit authorities.

### DISPOSITION

other

### CASES CITED

- American States Insurance Co. v. Koloms, 177 Ill. 2d 473 (1997)
- Erie Insurance Exchange v. Imperial Marble Corp., 2011 IL App (3d) 100380
- Scottsdale Indemnity Co. v. Village of Crestwood, 673 F.3d 715 (7th Cir. 2012)
- Country Mutual Insurance Co. v. Bible Pork, Inc., 2015 IL App (5th) 140211
- Griffith Foods International Inc. v. National Union Fire Insurance Co. of Pittsburgh, 134 F.4th 483 (7th Cir. 2025)
- Martin v. Goodrich Corp., 2025 IL 130509, ¶ 11
- Valley Forge Insurance Co. v. Swiderski Electronics, Inc., 223 Ill. 2d 352, 360 (2006)
- Hobbs v. Hartford Insurance Co. of the Midwest, 214 Ill. 2d 11, 17 (2005)
- Acuity v. M/I Homes of Chicago, LLC, 2023 IL 129087, ¶ 30
- State Farm Mutual Automobile Insurance Co. v. Elmore, 2020 IL 125441, ¶ 23
- Weaver v. Royal Insurance Co. of America, 674 A.2d 975 (N.H. 1996)