COURT OF APPEALS OF INDIANA

North River Insurance Company and RiverStone Claims Management LLC v. Landis+Gyr Technology, Inc.

25A-PL-375 · No. 25A-PL-375 · Decided May 13, 2026

SUMMARY

The Indiana Court of Appeals reversed a trial court judgment awarding Landis+Gyr more than $10 million in coverage for remediation of TCE contamination at a former manufacturing site. The court held that New York law governed the insurance-policy dispute under Indiana's choice-of-law analysis, and that New York's pro rata allocation approach applied because the policies contained "during the policy period" language without non-cumulation clauses. Because the allocated remediation costs fell below the policies' retained limits, the court remanded for summary judgment in favor of North River Insurance Company and RiverStone Claims Management LLC on all claims.

CASE DETAILS

COURT	Court of Appeals of Indiana
WRITING FOR THE COURT	Judge Vaidik; Judge Mathias; Judge Pyle
JURISDICTION	Indiana Court of Appeals
DECIDED	May 13, 2026
DOCKET	25A-PL-375
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final judgment entered under Indiana Trial Rules 54(B) and 56(C) after the trial court denied Defendants' summary-judgment motions and granted Landis's cross-motion for summary judgment on insurance coverage, awarding Landis $10,860,423.10.
STANDARD OF REVIEW	Summary judgment is reviewed de novo under the same standard applied by the trial court; judgment is proper when the designated evidence shows no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	published and precedential
PARTIES	North River Insurance Company, RiverStone Claims Management LLC v. Landis+Gyr Technology, Inc.

TOPICS

insurance coverage | excess insurance | contract interpretation | appellate procedure | standard of review

PRACTICE AREAS

insurance coverage | contracts | environmental law | choice of law | appellate procedure

QUESTIONS PRESENTED

1. Whether Indiana and New York law produce materially different rules for allocating liability for long-term environmental contamination under the North River excess policies.
2. Whether Indiana's choice-of-law rules require application of New York law to the North River insurance policies.
3. Whether New York law applies a pro rata allocation method where policies contain both all-sums language and a during-the-policy-period limitation but no non-cumulation clause.
4. Whether Landis established that North River repudiated the policies by entering into a reinsurance agreement or using RiverStone to administer claims.
5. Whether summary judgment should be entered for North River and RiverStone on Landis's claims.

HOLDINGS

1. A genuine conflict exists because Indiana law would apply an all-sums approach to the policies' all-sums language, while New York law applies pro rata allocation where the policies contain during-the-policy-period language and lack non-cumulation clauses.
2. New York law applies under Indiana's most-intimate-contact choice-of-law analysis.
3. Pro rata allocation applies because the North River policies contain during-the-policy-period language but no non-cumulation clause, and the alleged damages allocated to each year fall below the policies' retained limits.
4. Landis did not establish that North River repudiated the policies by entering into a reinsurance agreement or permitting RiverStone to administer the claim.

KEY QUOTATIONS

> *"For the reasons that follow, we conclude that the pro rata approach would apply under New York law, meaning North River would owe nothing."* (10)

> *"Because four of the five Section 188 contacts favor New York law—including the most important contact, the principal location of the insured risk—and the one contact that favors Indiana isn't entitled to significant weight, we hold that New York law applies."* (16)

FACTUAL BACKGROUND

Duncan Electric operated a manufacturing site in Lafayette, Indiana, using solvents including TCE. Landis acquired Duncan in 1976, and North River issued three excess liability policies covering portions of 1976 through 1978. TCE contamination at the site was discovered in 1983 and had occurred since approximately 1974; remediation was completed in 2017 at an asserted cost of approximately $7.6 million. Landis sought coverage from North River after settling with other insurers, but North River denied or did not resolve the claim.

PROCEDURAL HISTORY

Landis sued North River and RiverStone over coverage for remediation costs arising from TCE contamination at a former Indiana manufacturing site. The parties filed competing summary-judgment motions concerning choice of law, allocation, and coverage. The trial court granted Landis's cross-motion as to coverage and entered an initial judgment exceeding $10 million, then certified that ruling as final while other claims remained pending. The Court of Appeals reversed and remanded for summary judgment in favor of Defendants on all claims.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the trial court's grant of Landis's cross-motion for summary judgment as to coverage and remand for entry of summary judgment in favor of North River and RiverStone on all of Landis's claims.

CASES CITED

- Hughley v. State, 15 N.E.3d 1000, 1003 (Ind. 2014)
- Allen v. Great Am. Rsrv. Ins. Co., 766 N.E.2d 1157, 1162 (Ind. 2002)
- Eden United, Inc. v. Short, 573 N.E.2d 920, 929 (Ind. Ct. App. 1991)
- Winkler v. V.G. Reed & Sons, Inc., 638 N.E.2d 1228, 1233 (Ind. 1994)
- People v. Empire Mut. Life Ins. Co., 92 N.Y. 105 (1883)
- Olin Corp. v. OneBeacon Am. Ins. Co., 864 F.3d 130, 149 (2d Cir. 2017)
- Allstate Ins. Co. v. Dana Corp., 759 N.E.2d 1049 (Ind. 2001)
- Consol. Edison Co. of New York, Inc. v. Allstate Ins. Co., 774 N.E.2d 687, 693-95 (N.Y. 2002)
- In re Viking Pump, Inc., 52 N.E.3d 1144, 1149-57 (N.Y. 2016)
- National Union Fire Insurance Co. of Pittsburgh, PA v. Standard Fusee Corp., 940 N.E.2d 810, 814-17 (Ind. 2010)
- American Employers Insurance Co. v. Coachmen Industries, Inc., 838 N.E.2d 1172, 1180-81 (Ind. Ct. App. 2005)
- Ind. Appellate Rule 46(A)(8)(a)
- Landis+Gyr Inc. v. Zurich Am. Ins. Co., No. 4:16-cv-82, 2019 WL 208758 (N.D. Ind. Jan. 15, 2019)

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