

Circle Block Partners et. al. v. Fireman's Fund Ins. Co.

Year: 2021

Court: United States Court of Appeals Seventh Circuit

Case Number: 21-2459

In its brief, UP explores how an all-risk policy, like the one sold by FFIC, is meant to cover all risks of physical loss or damage that are not expressly excluded in the policy. Indiana law places the burden on insurance companies to clearly and unmistakably exclude any losses they want to exclude when issuing all risks policies.

UP argues that the COVID-19 pandemic is within the broad scope of the all-risk insurance policies and that virus and pandemic exclusions are at the industry's disposal if the insurers do not wish to cover them. Under Indiana Supreme Court precedent, the existence of these exclusions shows (1) that the Insurance industry understands virus and pandemic losses were covered in the absence of any of these exclusions, and (2) that it was reasonable for policyholders to expect coverage if their policies did not contain any of these exclusions.

This brief was authored pro bono by Charles P. Edwards and Mark J. Crandley of Barnes & Thornburg LLP