

Dakota Girls, LLC v. Philadelphia Indemnity Insurance Co.

Year: 2020

Court: United States District Court Southern District of Ohio Eastern Division

Case Number: 2:20-cv-02035

In its brief opposing Philadelphia Indemnity Insurance Company's Motion to Dismiss, UP argues that contamination, suspected contamination, and/or the imminent threat of contamination of COVID-19 all constitute "physical loss and damage" under a property insurance policy. Structural alteration of the property is not required for "physical loss and damage" where the property can no longer serve or is unsafe for its intended purpose.

UP breaks down that most courts have concluded that events rendering property unfit for its intended purpose have caused physical loss or damage by supporting that:

- Property insurance protects against events that render property unsafe to inhabit or use
- Property insurance protects against temporarily unsafe conditions rendering property uninhabitable or unusable
- Property insurance protects against contamination and suspected contamination of property
- Property insurance protects against conditions and damage that can be cleaned up or repaired

This brief was drafted and submitted pro bono by Richard P. Lewis and James M. Doerfler of Reed Smith LLP