

Firebirds International, Inc. v. Zurich American Ins., Co.

Year: 2021

Court: Circuit Court of Cook County, Illinois, Chancery Division

Case Number: 2020-CH-05360

In its brief, UP sheds light of Zurich’s attempt to deny coverage to policyholders across Illinois and North America for losses sustained as a result of the SARS-CoV-2 virus (the “Coronavirus”), the disease it causes, Coronavirus Disease 2019 (“COVID-19”) and the physical loss of or damage to property that they cause, and the accompanying government closure orders (collectively, “COVID Losses”). The plain language of the Zurich Edge Policy dictates in favor of coverage. The Zurich Edge Policy – Zurich’s pre-printed policy form that it issues to only its very large property policyholders – includes an endorsement that deletes “virus” from the Policy’s Contamination Exclusion (the “Virus Deletion Endorsement”). UP argues these three points:

I. Defendant Seeks to Upend Long-Established Rules of Insurance Policy Interpretation

II. Zurich’s Recently Amended Louisiana Endorsement Adding a Geographical Limitation Confirms the Virus Deletion Endorsement Has None

III. Zurich’s Remaining Arguments Cannot Change the Meaning and Applicability of the Virus Deletion Endorsement.

This brief was authored pro bono by Edward Eshoo, Jr. of Merlin Law Group