

# [Frymire Home Services, Inc. and Whitefield Capital, LLC v. Ohio Security Insurance Company](#)

Year: 2021

Court: Texas Supreme Court

Case Number: 21-0757

In its amicus curiae brief, UP addresses whether the concurrent cause doctrine applies where there is any non-covered damage, including “wear and tear” to an insured property, but such damage does not directly cause the particular loss experienced by a policyholder. UP argues that while incidental wear and tear may be relevant to determining damages, insurance companies should not be allowed to rely on the legal doctrine of concurrent causation to limit coverage whenever there is any wear and tear to insured property.

Jeffrey Raizner and Ben Wickert of Raizner Slania, LLP

---

The information presented in this publication is for general informational purposes and is not a substitute for legal advice. If you have a specific legal issue or problem, United Policyholders recommends that you consult with an attorney. Guidance on hiring professional help can be found in the “Find Help” section of [www.uphelp.org](http://www.uphelp.org). United Policyholders does not sell insurance or certify, endorse or warrant any of the insurance products, vendors, or professionals identified on our website.

Source:

<https://uphelp.org/amicus-briefs/frymire-home-services-inc-and-whitefield-capital-llc-v-ohio-security-insurance-company/> Date:  
June 16, 2026