

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.

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