

<u>Gharibian v. Wawanesa General Insurance</u> <u>Company Name</u>

Year: 2025 Court: California Supreme Court Case Number: S289700

United Policyholders in partnership with the Consumer Federation of America submitted a request for depublication letter to the California Supreme Court. This issue regarded a California Court of Appeal decision that misconstrued well-established law when it held that a homeowner's property insurance policy does not cover damage claims related to debris composed of soot and ash in and around a policyholder's home that stemmed directly from a nearby fire. That decision ran against 60 years of settled California law that a peril causes "direct physical loss or damage" for purposes of a property insurance claim when a peril changes the surface of the property causing the property to become hazardous or unusable. In issuing its decision, the Court of Appeal improperly analogized to and relied on a COVID-19 virus case in which the California Supreme Court determined that the COVID-19 virus did not cause physical loss or damage to property for the purpose of a business interruption claim.

Amy Bach, United Policyholders

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 <u>www.uphelp.org</u>. 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/gharibian-v-wawanesa-general-insurance-company-name/ Date: April 5, 2025