

HT-Seattle Owner, LLC. v. American Guarantee and Liability Ins. Co.

Year: 2021

Court: United States District Court Western District of Washington At Seattle

Case Number: Number: 2:21-cv-00048-BJR

In its brief, UP sheds light on Zurich Edge’s pre-printed policy form that it issues to only its very large property policyholders and includes an endorsement that deletes “virus” from the Policy’s Contamination Exclusion (the “Virus Deletion Endorsement”). The “all-risk” policy provides coverage for COVID Losses because the exclusion upon which Zurich relies does not apply based upon the plain language of the Policy. UP highlights the following three points in support of its position:

1. Defendant Seeks to Upend Long-Established Rules of Insurance Policy Interpretation
2. Zurich’s Recently Amended Louisiana Endorsement Adding a Geographical Limitation Confirms the Virus Deletion Endorsement Has None
3. Zurich’s Remaining Arguments Cannot Change the Meaning and Applicability of the Virus Deletion Endorsement.

This brief was authored pro bono by Christopher S. Marks of Tanenbaum Keale, LLP