

Huntington Ingalls Industries, Inc. v. Ace Am. Ins. Co. et. al.

Year: 2021

Court: The Supreme Court of Vermont

Case Number: 2021-173

In its brief, UP tackles the effects of COVID-19 on businesses in the state of Vermont and duty of insurers to oblige business interruption losses due to physical loss or damage caused by the virus. In this case the insurer has denied HII's claim, mainly on the grounds that SARSCoV-2 and COVID-19 do not cause "physical loss or damage" as required to trigger coverage. UP makes submissions on three points to aid the Court in evaluating this very important issue.

I. The Insurance Industry has Known for Sixty Years That Courts Were Ruling That Its Standard-Form Language Covered Losses Like Those at Issue Here.

II. The Briefs Filed By Appellees And Insurance Industry Amici Demonstrate the Insurance Industry Strategy – Cite the Same Questionable Sources Over and Over and Declare Victory.

III. The Court Should Not Be Swayed by Self-Serving Warnings About Ruining the Insurance Industry – Insurance Companies Make These Claims After Every Disaster, and They Are Always Overstated.

This brief was authored pro bono by Marshall Gilinsky of Anderson Kill PC