

Merck & Co, Inc. et al v. ACE American Insurance Company, et al

Year: 2022

Court: New Jersey Appellate Division

Case Number: AM-253-21

In its amicus curiae brief, UP addresses whether a standard-form “war exclusion” found in many all-risks insurance policies precludes coverage for damages related to cyber-attacks. UP’s brief argues that applying the “war exclusion” to cyber attacks unrelated to conventional warfare does not comport with the industry’s understanding of how coverage is both provided under, and excluded from, “all-risk” policies. “All-risk” insurance policies promise to broadly protect against all forms of fortuitous losses unless clearly and explicitly excluded. Insurance industry attempts to read standard exclusions, such as the “war exclusion,” more-and-more broadly over time contradicts the foundation and purpose of “all-risk” insurance.

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