

Procaccianti Co. Ins. v. Zurich American Ins. Co.

Year: 2021

Court: United States District Court for the District of Rhode Island

Case Number: 1:20-cv-00512-WES-PAS

In its brief, UP refutes Zurich's position that "the headings in the Policy should be used to defines the scope of coverage." UP's position is that this notion upends the long-established principles of insurance policy interpretation. Policy language must be given it plain, ordinary, and usual meaning. With that, the removal of certain terms by the insurer in the plain language of the policy does not allow for headings to circumvent its meaning, especially in the form of policy exclusions.

UP points out that an exclusion limited to a "virus" does not unambiguously exclude coverage for a pandemic. This is underlined by the fact the insurance industry itself recognized that ambiguity and drafted an exclusion to address. UP ask the Court to consider these arguments when ruling on the motion to dismiss.

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