

Rose's 1 v. Erie Insurance Exchange

Year: 2020

Court: District of Columbia Court of Appeals

Case Number: 2020 CA 002424B

In its brief, UP, along with the National Independent Venue Association (NIVA), supported the plaintiffs-appellants regarding their COVID-19 Business Interruption insurance claim and asked the Court to reverse the Superior Court's grant of summary judgment to Erie Insurance Exchange.

UP and NIVA argued that this Court should employ a full and proper analysis of insurance policies. This includes subjecting these policies to presumptions that uphold the public role served by insurance, considering the "plain meaning" of a policy, and interpreting the policies in favor of coverage since the appellants' interpretation is reasonable, here.

UP and NIVA also argue that the requisite consideration of all of the background circumstances further supports a finding of coverage. D.C. law compels consideration of all terms in the policies against the backdrop of facts relevant to creation of the form contracts at issue. The factual background shows that Erie's proposed interpretation of the policies is not, as it must be, the only reasonable one.

This brief was drafted pro bono by Lorelie Masters, Geoffrey Fehling, and Latosha Ellis of Hunton Andrews Kurth, LLP