

Zurich American Ins. Co. v. Sony

Year: 2015

Court: New York Appellate Division, Manhattan

Case Number: 651982/11

Insurance coverage for data breach should be available under a commercial general liability policy's "publication" provision. Under New York law, coverage should be available for situations where the insured is alleged to have intentionally published material and when it negligently permits a third party to do so. UP reminded the court that insurance coverage should turn on both the plain language of the policy and the reasonable expectations of the insured. Accordingly, insurers may not invent "phantom exclusions" to escape liability.

UP's brief was authored pro bono by David Goodwin, Esq. and Ryan Buschell, Esq. of Covington and Burlington, LLP