



Restaurant Wars :: The Frontline Fight for COVID-19 Business Interruption Insurance Coverage

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The restaurant industry, which includes five companies large enough to appear in the Fortune 500, contributes an estimated 4% of the United States gross domestic product (approximately \$1 trillion) each year. Over the past several months, the industry has been disproportionately impacted by COVID-19 health concerns and governmental orders trying to stem the spread. Beginning on March 16 with San Francisco's original shelter-in-place order, civil orders issued by city, county, and state governments forcing restaurants and bars to close their doors to dine-in customers rapidly blanketed the nation. The corresponding financial impact has been immediate and severe. March financial numbers initially set off alarm bells shortly after shelter-in-place orders began to take effect, reflecting an estimated decline of \$25 billion in sales and 3 million lost jobs. From April to June, the National Restaurant Association anticipates a \$225 billion decline in sales across the restaurant industry as a whole.

Some jurisdictions, including Texas, recently allowed restaurants to reopen dine-in services at limited capacity. However, unlike the rapid domino effect of shutdowns in March, the economic recovery from COVID-19 is poised to be far more protracted. Even in jurisdictions where restaurants have been permitted to reopen for dine-in customers, bars have generally been included in later phases of reopening.

As a result, many restauranteurs have turned to their insurance policies, hoping to ease the financial blow with coverage for COVID-related losses. Restauranteurs that have potential coverage appear to be in for a fight. On a widescale and uniform basis, insurers are attempting to discourage claim notifications by summarily refusing to pay business-income and other losses,¹ forcing many restaurant policyholders to sue for the coverage.

BUSINESS INTERRUPTION COVERAGE

Our assessment of the insurance coverage litigation pandemic begins with an overview of the provisions in commercial property policies that are potentially triggered by restaurant policyholders' business interruption and related losses.

INSURING AGREEMENTS

1. Business Income + Extra Expense Coverage. Commercial property policies typically include coverage for actual loss of business income sustained by the company due to the necessary suspension of its operations caused by a covered cause of loss. Covered causes of loss typically incorporate a "direct physical loss" requirement and most policies require that the suspension of operations be caused by direct physical loss of or damage to covered property. "Suspension" may be defined to mean a partial slowdown, a complete cessation of business activities, the rendering of business premises untenable, or some combination of these specified types of interruption. Business interruption coverage is generally limited to the "period of restoration"—essentially, the time it reasonably takes to resume operations.

Many policies also include coverage for necessary extra expenses the insured incurred to continue business operations following a loss. This coverage includes expenses to avoid or minimize the suspension of business, continue operations, and to repair or replace property. Examples of extra expenses may include additional virus-related costs associated with environmental cleaning and sanitization, plexiglass barriers at registers and elsewhere, signage to direct social distancing, protective equipment like masks and gloves, and disposable items like menus, packaged salt and pepper, or eating utensils.

A key issue for recovery under these provisions is whether the suspension of operations was caused by "direct physical loss of or damage to" the property. Restauranteurs contend that the coronavirus causes physical damage to property, but this policy language expressly encompasses *more* than a physical impact or change to the property—it also covers "physical loss of" the property.² Accordingly, business income and extra expense coverage does not require damage to property at the covered premises where the insured has sustained a loss of use with respect to the property resulting from government orders prohibiting or limiting in-person dining. In one case, the restauranteur accused Chubb of attempting to rewrite the policy only to provide coverage for "direct physical loss or

damage,” ignoring the policy’s coverage applicable to “direct physical **loss of** or damage to” the property.³

2. Civil Authority Coverage. When a covered cause of loss causes damage to property other than the covered premises, many commercial policies cover actual loss of business income and extra expense caused by action of civil authority that prohibits access to the covered premises, provided (1) access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the covered premises are within that area but not more than a specified distance, e.g., one mile, from the damaged property; and (2) the action of civil authority is taken in response to dangerous physical conditions resulting from the damage or a continuation of the covered cause of loss that caused the damage.

Restaurateurs are alleging that the closure orders issued by state and local governmental authorities triggered the civil authority coverage by prohibiting access to the area surrounding property that was damaged by a “direct physical loss” and the covered restaurants were within the specified range of the damaged property, and the closure orders were issued in response to dangerous physical conditions resulting from that damage or a continuation of the direct physical loss that caused the damage.⁴

3. Ingress | Egress Coverage. Some policies include coverage for loss of business income and extra expense caused when ingress to or egress from the covered premises is physically prevented due to direct loss or damage to property, other than the covered premises, caused by or resulting from a covered cause of loss (*i.e.*, direct physical loss). Restaurateurs with this type of coverage allege that the governmental closure and stay-at-home orders triggered this coverage by physically preventing ingress to or egress from their premises due to direct physical loss or damage to other property.⁵

4. Contamination Coverage. Some policies include coverage for loss of business income and extra expense caused by “contamination” that results in an action by a public health or other governmental authority that prohibits access to the described premises or production of insured’s product. “Contamination” may be defined to mean “a defect, deficiency, inadequacy or dangerous condition in your products, merchandise or premises.”

Restaurateurs with this type of coverage allege it was triggered because COVID-19 constitutes contamination that resulted in the governmental closure orders that prohibited access to the covered premises.⁶

EXCLUSIONS

1. Virus + Disease Exclusions: In the wake of the global SARS outbreak in the early 2000s, insurers responded by developing exclusions intended to address the emerging risk.

By 2006, the Insurance Services Office (ISO) developed a standard virus and bacteria exclusion, promulgated on form CP 01 40 07 06, excluding “loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.”

2. Contaminant + Pollution Exclusions: Many policies exclude loss or damage “caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS.”⁷ In some of these policies, CONTAMINANTS or POLLUTANTS may include any “contaminant . . . which after its release can cause or threaten damage to human health or human welfare . . . including, but not limited to . . . virus.”

As discussed below in the context of the early coronavirus coverage lawsuits, many policies contain non-standard exclusions applicable to disease or disease-causing agents. The particular terms used in the policy must be examined carefully to identify differences in wording that may change the meaning or scope of potentially applicable provisions.

CORONAVIRUS COVERAGE LITIGATION

Forecasting monumental losses, some insurers appear to be mounting early and aggressive resistance to policyholder claims, prompting an initial wave of coverage litigation beginning in late March 2020. One plaintiff alleges that Chubb’s CEO publicly announced on national television that Chubb intends to take the position that its standard property insurance policies do not cover claims related to COVID-19 and does not intend to pay any business income claims related to COVID-19.⁸ Not surprisingly, these accusations form the bases for bad faith claims in many coverage lawsuits. Our review of the early coverage lawsuits reveals several key battlegrounds.

DIRECT PHYSICAL LOSS

For business income, civil authority, and other types of coverage requiring proof of a “covered cause of loss,” recovery turns on a “direct physical loss.” As many restauranteur plaintiffs have argued, the coronavirus that causes COVID-19 is a physical substance and human pathogen that can be present outside the human body in viral fluid particles. The scientific community has recognized that the virus is contained in and transmitted by droplets that land indiscriminately on the surfaces of property with potentially fatal consequences. The virus spreads by droplets through person-to-person contact and through contact with infected surfaces and objects.

Although the droplets may not be visible to the human eye, they are undeniably physical and can remain infectious on a variety of surfaces and objects from a few hours to several days.⁹ For example, the virus was found on surfaces in a cruise ship 17 days after it was vacated. Studies have shown that the virus can remain on stainless steel and plastic for up to six days; on glass,

ceramics, silicon rubber, and paper up to five days; on paper currency up to three days; and on cardboard up to 24 hours. Droplets containing the virus also can travel and remain infectious while suspended in air. An MIT study found that droplets from a cough can travel 16 feet, and droplets from a sneeze can travel 26 feet. Another report found that an infected person talking five minutes in a poorly ventilated space can produce as many viral droplets as one infectious cough.¹⁰

Restaurateurs maintain that the closure orders were issued due to the presence of droplets containing the virus on surfaces and objects in, on, around, and in the immediate area of covered premises, including restaurant façades, window glass, walls, doorknobs, sidewalks, light posts, parking meters, trash bags, passersby, cars, trucks, buses, and scooters lining the adjacent street. Arguably, at least, all internal surfaces and objects are implicated in the contamination—the presence alone of COVID-19 particles renders items of physical property unsafe and impairs the property's value, usefulness and/or normal function. As evidence that viral contamination of the premises constitutes a “direct physical loss,” restaurateurs cite the need for remediation to clean the surfaces of an establishment. They note that China, Italy, France, and Spain have implemented the cleaning and fumigating of public areas prior to allowing them to re-open publicly due to the intrusion of microbials.¹¹

In support of their allegations of “direct physical loss,” many restaurateurs rely on language in governmental closure orders to the effect that the orders are necessary because the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time.¹² One lawsuit also references President Trump's apparent support for insurance coverage for business interruption losses related to the pandemic.¹³

A number of insureds point to the insurance industry's recognition over a decade ago that the presence of virus or disease can constitute physical damage to property. Specifically, the insurance industry drafting arm, ISO, circulated a statement in 2006 to state insurance regulators that said:

Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property. When disease-causing viral or bacterial contamination occurs, potential claims involve the cost of replacement of property (for example, the milk), cost of decontamination (for example, interior building surfaces), and business interruption (time element) losses. Although building and personal property could arguably become contaminated (often temporarily) by such viruses and bacteria, the nature of the property itself would have a bearing on whether there is actual property damage. An allegation of property damage may be a point of disagreement in a particular case.¹⁴

Moreover, some restauranteurs have cited a recent decision by the Supreme Court of Pennsylvania as evidence that the presence of COVID-19 constitutes physical damage.¹⁵ In *Friends of Devito v. Wolf*, No. 68-MM-2020, the court upheld the legality of the Pennsylvania Governor's statewide closure order under the Pennsylvania Emergency Code, giving the Governor authority to issue such orders in response to natural disasters.¹⁶ The Pennsylvania Emergency Code defines a "natural disaster" as: "[A]ny hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, landslide, mudslide, snowstorm, drought, fire, explosion or other catastrophe which results in substantial damage to property, hardship, suffering or possible loss of life."¹⁷ The court held that the COVID-19 pandemic is a natural disaster under this definition because it involves "substantial damage to property, hardship, suffering or possible loss of life[.]"¹⁸ Experts in both the policyholder and insurer camps have discussed whether this decision created precedent that the virus causes physical loss or damage to property.

Insurers are also taking action. In one case pending in federal district court, the insurer has moved to dismiss a restauranteur's coverage claim, arguing that the coronavirus does not cause "direct physical loss of or damage to property."¹⁹ The insurer characterized the insured's claims as "purely economic losses brought on by outside events, not a direct physical loss to its insured property." The insurer analogized the COVID-related loss to a change in the Florida tourist season, or, for a themed business such as the insured's business, an idiosyncrasy such as a particular sports team winning or losing a playoff game. According to the insurer, coverage exists only for "a distinct, demonstrable, physical alteration of the property." Attempting to preempt any amendment by the insured alleging an analogy to cases involving asbestos or ammonia infiltration where coverage was found because those substances implicate "some compromise to the physical integrity of the workplace," the insurer argued "[t]here is nothing about the COVID-19 virus that makes a structure uninhabitable." The insurer noted that "countless facilities throughout the nation have confirmed presence of [the] virus—hospitals and other medical clinics being primary among them—yet they are still open to business and their employees continue working." According to the insurer, "[t]he virus requires that appropriate precautions be taken, but it does not cause direct physical damage to the property itself, and it does not destroy the property's physical utility as a structure and render it uninhabitable."

VIRUS + CONTAMINANT EXCLUSIONS

Anticipating insurer reliance on virus-related policy exclusions, some insureds have included preemptive arguments in their lawsuits explaining why such exclusions do not apply. For example, some restauranteurs with virus exclusions in their policies allege that the exclusion does not apply absent a specific exclusion for pandemics.²⁰ Others allege that the exclusion applies only where a virus is the fully realized and actual cause of the loss. It does not apply to a loss caused by the need to prevent against the threat of viral transmission.²¹ Insureds also argue that when a policy expressly excludes losses due to biological materials such pathogens in connection with terrorism or malicious use, that means other viruses or global pandemics are

not excluded.²² One insured is challenging its insurer's reliance on a microorganism exclusion, arguing that the exclusion is from a provision of the policy not applicable to the loss, when the relevant provision specifically provides coverage for microorganism loss.²³ In another case, where the policy contains a bacterium exclusion that does not mention viruses, the insured is arguing that the presence of bacterium in the exclusion means viruses are not excluded.

Given the prevalence of virus and disease exclusions in the insurance market, the absence of a virus exclusion gives policyholders a compelling argument that the insurer did not intend for the policy to exclude coverage for virus-related risks.

GOVERNMENT RESPONSE TO THE INSURANCE UPHEAVAL

As the devastating economic ripple effects of the closures have grown, some local authorities have issued supplemental orders with language specifically aimed at helping restaurant industry policyholders prove their business interruption and civil authority insurance claims.

For example, recognizing that “business entities—including many small businesses and restaurants—have business interruption insurance that protect them from direct physical loss or damage, or closure due to a civil authority,” a [resolution](#) approved by San Francisco on April 17 declared “the proclivity of the virus to adhere to the surfaces of property for prolonged periods of time, physically causing property loss or damage, to be an extreme danger to the public,” directly referencing the “physical loss or damage” requirement frequently found in civil authority and business interruption insuring agreements. Many jurisdictions, including New York City and Dallas County, issued similar orders tying COVID-19 to property loss or damage:

“WHEREAS, this order is given because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss and damage.” ([New York City 3-16-20 Emergency Executive Order](#))

“WHEREAS, The COVID-19 virus causes property loss or damage due to its ability to attach to surfaces for prolonged periods of time.” ([Dallas County 3-31-20 Amended Stay Home Stay Safe Order](#)).

The uncertainty in the insurance industry has caused many restaurant groups to seek assistance from local, state, and federal governments. The National Restaurant Association has even requested the federal government to create a [\\$100 billion federally-backed business interruption insurance program](#):

Rather than engage in a protracted dispute and arbitration process, Congress must approve a timely insurance program through the U.S. Department of Treasury that allows for businesses to receive their insured benefit under an expedited time frame. As we enter a 12 to 18-month period of tremendous uncertainty in the hospitality industry, these

insurance claims must be approved quickly and utilize a federal backstop similar to the program created for the airlines after 9/11/2001.

Relatedly, some states have introduced legislation that would retroactively require insurers to pay for business interruption losses caused by the virus or the closure orders. In mid-March, a group of Democratic New Jersey General Assembly members introduced bill [No. A-3844](#), requiring insurers to construe every insurance policy “insuring against loss or damage to property, which includes the loss of use and occupancy and business interruption” in force on March 9, 2020 (the date the New Jersey governor declared an emergency over COVID-19) to provide coverage for business interruption losses caused by the pandemic. The bill is limited to insureds with less than 100 employees and has yet to reach a floor vote, as the sponsors held the bill to continue discussions of amendments.²⁴ Several other states have introduced similar bills since, including [Pennsylvania](#), [Massachusetts](#), [Michigan](#), [New York](#), [Louisiana](#), [Ohio](#), and [South Carolina](#).²⁵ However, the Louisiana Senate recently scrapped the state’s business interruption bill because of concerns that the bill would result in insurer bankruptcy, as premiums for pandemic-related business interruption losses were not collected.²⁶

Two similar federal bills have also been discussed: the [Pandemic Risk Insurance Act of 2020](#) (not yet introduced) and the [Business Interruption Insurance Coverage Act of 2020](#) (introduced April 14, 2020). Under the proposed Pandemic Risk Insurance Act of 2020, participating insurers would be required to cover pandemic-related business interruption losses, and would be on the hook for the first \$50 million in insurance payments.²⁷ Once a participating insurer has paid out \$250 million in pandemic payments, the federal government would pay 95% of the remaining insurance payments, up to \$5 billion per year, with the insurers spreading the remaining 5% amongst themselves. Under the Business Interruption Insurance Coverage Act of 2020, insurers would be required to pay pandemic-related business interruption losses, and all exclusions purportedly barring coverage for pandemic-related business interruption claims would be nullified.²⁸ Several insurers’ advocates have argued against the passage of state and federal pandemic coverage bills, citing concerns of insurer insolvency, damage to contract law, and constitutionality.²⁹

Restaurateurs hope their insurance policies will provide a much-needed lifeline during this unprecedented and financially devastating crisis. With so much at stake, we expect many of the coverage issues to be tested in the courts. But the proof is in the pudding—the specific policy language must be carefully analyzed to identify and assess arguments supporting the availability of coverage for COVID-related losses.

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ENDNOTES

- ¹ *Café Int'l Holding Co. LLC (IT Italy Restaurant) v. Chubb and Westchester*, No. 1:20-cv-21641-MGC, in the United States District Court for the Southern District of Florida; *Billy Goat Tavern I, Inc. v. Society Ins.*, No. 1:20-cv-02068, in the United States District Court for the Northern District of Illinois; *El Novillo Restaurant d/b/a DJJ Restaurant Corp. v. Certain Underwriters at Lloyd's London*, No. 1:20-cv-21525-UU, in the United States District Court for the Southern District of Florida.
- ² *Vandelay Hospitality Grp. LP D/B/A/ Hudson House v. The Cincinnati Ins. Co.*, et al., No. DC-20-05999, in the 68th District Court, Dallas, County, Texas.
- ³ *Lombardi's Inc. v. Indemnity Ins. Co. of N. Am. (Chubb)*, No. DC-20-05751, in the 14th Judicial District Court, Dallas County, Texas; *Proper Ventures, LLC dba Proper Twenty-One v. Seneca Ins. Co. Inc.*, No. 2020-CA-002194-B, in the District of Columbia Superior Court, District of Columbia (emphasis in original).
- ⁴ *Lansdale 329 Prop, LLC, et al. v. Hartford Underwriters Ins. Co.*, et al., No. 2:20-cv-02034, in the United States District for the Eastern District of Pennsylvania (comparing Pennsylvania's closure order to a physical blockade preventing access to the restaurant).
- ⁵ *Dakota Ventures, LLC d/b/a Kokopelli Grill and Coyote BBQ Pub*, No. 3:20-cv-0063-HZ, in the United States District Court for the District of Oregon; *Gio Pizzeria & Bar Hosp., LLC v. Certain Underwriters at Lloyd's London*, No. 1:20-cv-03107, in the United States District Court for the Southern District of New York.
- ⁶ *Rising Dough, Inc. (d/b/a Madison Sourdough) v. Society Ins.*, No. 2:20-cv-00623, in the United States District Court for the Eastern District of Wisconsin; *DiAnoia's Eatery v. Motorists Mut. Ins. Co.*, No. BD 20 5773, in the Court of Common Pleas of Allegheny County, Pennsylvania.
- ⁷ Lexington Ins. Co. Form PR9015 (04/16) LX1093
- ⁸ *Café Int'l Holding Co. LLC (IT Italy Restaurant) v. Chubb and Westchester*, No. 1:20-cv-21641-MGC, in the United States District Court for the Southern District of Florida.
- ⁹ *DiAnoia's Eatery, LLC d/b/a DiAnoia's, et al. v. Motorists Mut. Ins. Co.*, No. GD-20-5273, in the Court of Common Pleas in Allegheny County, Pennsylvania.
- ¹⁰ *John's Grill, Inc. v. The Hartford Fin. Servs. Group, Inc.*, No. CGC-20-584184, in the Superior Court of the State of California, County of San Francisco; *Maillard Tavern LLC v. Society Ins., Inc.*, No. 2020CHO3843, in the Circuit Court of Cook County, Illinois County Department, Chancery Division; *LH Dining dba River Twice Restaurant v. Admiral Indem. Co.*, No. 2:20-cv-01869, in the United States District Court for the Eastern District of Pennsylvania; *Newchops Restaurant Comcast LLC v. Admiral Indem. Co.*, No. 2:20-cv-01949, in the United States District Court for the Eastern District of Pennsylvania.
- ¹¹ *John's Grill, Inc. v. The Hartford Fin. Servs. Group, Inc.*, No. CGC-20-584184, in the Superior Court of the State of California, County of San Francisco; *Cajun Conti LLC v. Certain Underwriters at Lloyd's London*, No. 2020-02558, in the Civil District Court for the Parish of Orleans, State of Louisiana; *Maillard Tavern LLC v. Society Ins., Inc.*, No. 2020CHO3843, in the Circuit Court of Cook County, Illinois County Department, Chancery Division; *French Laundry Partners, LP dba The French Laundry v. Hartford Fire Ins. Co.* in the Superior Court for the State of California, County of Napa; *LH Dining dba River Twice Restaurant v. Admiral Indem. Co.*, No. 2:20-cv-01869, in the United States District Court for the Eastern District of Pennsylvania; *Newchops Restaurant Comcast LLC v. Admiral Indem. Co.*, No. 2:20-cv-01949, in the United States District Court for the Eastern District of Pennsylvania.
- ¹² *Lombardi's Inc. v. Indemnity Ins. Co. of N. Am. (Chubb)*, No. DC-20-05751, in the 14th Judicial District Court, Dallas County, Texas; *HTR Restaurants, Inc. d/b/a Siebs Pub v. Erie Ins. Exchange*, No. GD-20-5138, in the Court of Common Pleas of Allegheny County, Pennsylvania; *Maillard Tavern LLC v. Society Ins., Inc.*, No. 2020CHO3843, in the Circuit Court of Cook County, Illinois County Department, Chancery Division; *The French Laundry v. Hartford Fire Ins. Co.* in the Superior Court for the State of California, County of Napa; *LH Dining dba River Twice Restaurant v. Admiral Indem. Co.*, No. 2:20-cv-01869, in the United States District Court for the Eastern District of Pennsylvania; *Newchops Restaurant Comcast LLC v. Admiral Indem. Co.*, No. 2:20-cv-01949, in the United States District Court for the Eastern District of Pennsylvania.
- ¹³ *Newchops Restaurant Comcast LLC v. Admiral Indem. Co.*, No. 2:20-cv-01949, in the United States District Court for the Eastern District of Pennsylvania.

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- ¹⁴ *Rising Dough, Inc. (d/b/a Madison Sourdough) v. Society Ins.*, No. 2:20-cv-00623, in the United States District Court for the Eastern District of Wisconsin; *Dakota Ventures, LLC d/b/a Kokopelli Grill and Coyote BBQ Pub*, No. 3:20-cv-0063-HZ, in the United States District Court for the District of Oregon; *Gio Pizzeria & Bar Hosp., LLC v. Certain Underwriters at Lloyd's London*, No. 1:20-cv-03107, in the United States District Court for the Southern District of New York; *Café Int'l Holding Co. LLC (IT Italy Restaurant) v. Chubb and Westchester*, No. 1:20-cv-21641-MGC, in the United States District Court for the Southern District of Florida; *Caribe Restaurant & Nightclub, Inc. v. Topa Ins. Co.*, No. 2:20-cv-03570, in the United States District Court for the Central District of California.
- ¹⁵ *GV KB Store LLC, et al. v. Scottsdale Ins. Co.*, No. 1:20-cv-21815, in the United States District Court for the Southern District of Florida; *Sun Cuisine, LLC d/b/a Zest Restaurant & Market v. Certain Underwriters at Lloyd's, London*, No. 1:20-cv-21827, in the United States District Court for the Southern District of Florida.
- ¹⁶ *Friends of Devito v. Wolf*, No. 68-MM-2020, in the Supreme Court of Pennsylvania.
- ¹⁷ 35 Pa. Cons. Stat. § 7102.
- ¹⁸ *Friends of Devito v. Wolf*, No. 68-MM-2020, in the Supreme Court of Pennsylvania.
- ¹⁹ *Prime Time Sports Grill, Inc. d/b/a Prime Time Sports Bar v. DTW1991 Underwriting Ltd., A Certain Interested Underwriter at Lloyd's London*, No. 8:20-cv-00771-CEH-JSS, in the United State District Court for the Middle District of Florida (Defendant's Motion to Dismiss Pursuant to Rule 12(b)(6), filed 5/4/20).
- ²⁰ *LH Dining dba River Twice Restaurant v. Admiral Indem. Co.*, No. 2:20-cv-01869, in the United States District Court for the Eastern District of Pennsylvania; *Newchops Restaurant Comcast LLC v. Admiral Indem. Co.*, No. 2:20-cv-01949, in the United States District Court for the Eastern District of Pennsylvania.
- ²¹ *Lombardi's Inc. v. Indemnity Ins. Co. of N. Am. (Chubb)*, No. DC-20-05751, in the 14th Judicial District Court, Dallas County, Texas.
- ²² *Cajun Conti LLC v. Certain Underwriters at Lloyd's London*, No. 2020-02558, in the Civil District Court for the Parish of Orleans, State of Louisiana.
- ²³ *Ja-Del, Inc. v. Zurich Am. Ins. Co.*, No. 2016-CV11209, in the 16th Judicial Circuit, Jackson County, Missouri.
- ²⁴ Suzette Parmley, COVID-19: NJ Holds Bill Compelling Insurers to Pay Business Claims, Property Casualty 360 (March 25, 2020), <https://www.propertycasualty360.com/2020/03/25/covid-19-and-business-insurance-nj-legislation-still-in-play-414-175166/>.
- ²⁵ For a website that tracks state legislation introduced in response to the COVID-19 pandemic, see *State Action on Coronavirus (COVID-19)*, National Conference of State Legislatures, <https://www.ncsl.org/research/health/state-action-on-coronavirus-covid-19.aspx> (last visited May 12, 2020).
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- ²⁷ Jeff Sistrunk, *Proposed Virus Coverage Backstop Leaves Pricing in the Air*, Law360 (April 17, 2020), <https://www.law360.com/articles/1264228/proposed-virus-coverage-backstop-leaves-pricing-in-the-air>.
- ²⁸ Business Interruption Insurance Coverage Act of 2020, H.R. 6494, 116th Congress §§ 2(1); 3(a) (2020).
- ²⁹ Elizabeth Blossfield, *More States Introduce COVID-19 Business Interruption Bills*, Claims Journal (April 16, 2020), <https://www.claimsjournal.com/news/national/2020/04/16/296600.htm>.

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