

The COVID-19 pandemic has elicited a range of responses from federal and state lawmakers and regulators, as well as a wave of state and federal litigation relating to the COVID-19 pandemic and potential business interruption and civil authority coverage. The information provided in the chart below is intended to provide a high-level overview of the legislative activities, regulatory guidance, and court filings related to business interruption coverage for COVID-19 related claims.

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Jurisdiction	Legislative Action	Regulatory Department Action	Filed Litigation	Executive Orders	Other Developments
Federal	<p>A <a href="#">Pandemic Risk Insurance Act</a>, modeled after the TRIA, has been under consideration by the US House Financial Services Committee since Mid-March. Thus far, a draft bill is unavailable.</p> <p>On April 14, 2020 US Congressman Mike Thompson (CA-05) announced the introduction of <a href="#">H.R. 6494</a>, the Business Interruption Insurance Coverage Act of 2020. The bill has bipartisan support and, if passed, would require each insurer “that offers or makes available business interruption insurance coverage” to “make available, in all of its policies providing business interruption insurance, coverage for losses resulting from . . . any viral pandemic . . . any forced closure of businesses, or mandatory evacuation . . . or . . .any power shut-off conducted for public safety</p>				<p>On May 8, 2020, the Department of the Treasury’s Principal Deputy Assistant Secretary Frederick W. Vaughan <a href="#">reportedly</a> wrote to Senator Ted Budd (R-NC) indicating that “Treasury is actively monitoring the various proposals being discussed in Congress, state legislatures, and the private sector related to insurance and business interruption coverage.” He went on to note that while insurers “should pay valid claims,” the various legislative proposals “could “fundamentally conflict with the contractual nature of insurance obligations and could introduce stability risks to the industry.” <b>(NEW)</b></p> <p>The National Association of Insurance Commissioners has issued a <a href="#">Business Interruption COVID-19 Data Call Letter</a> to Property and Casualty Insurers indicating that state insurance regulators in 50 states, the District of</p>

	<p>purposes.” The bill further provides that any exclusions in force on the date of the enactment of the act “shall be void, to the extent” they exclude the above-specified losses. Policy exclusions may be reinstated if authorized in writing by the insured or if the insured fails to pay any increased premium charged by the insurer for providing the business interruption coverage. Insurers must provide 30 days’ notice of the increased premium or reinstatement of the exclusions.</p>				<p>Columbia, and the U.S. territories “have agreed to participate in a data call to collect data related to business interruption insurance and COVID-19. ” Insurers are “requested to complete both parts of the COVID-19 business interruption data call” and to submit a “Premiums Data Template” by May 22, and a “Claims Data Template” by June 15, with mid-monthly update filings thereafter.</p> <p>On April 13, 2020, Representative Pramila Jayapal sent a <a href="#">letter</a> to the CEO’s of several insurance companies expressing “concern about reports that commercial insurance companies are declining to cover COVID-19 related claims filed by small and medium-sized businesses.” She further wrote that she believes “that commercial insurance companies should honor all clearly covered coronavirus-related losses; work closely with the office of state Attorneys General to resolve disputes; and set up accessible means by which policyholders can get answers on their coverage and resolve disputes quickly without having to resort to time-consuming and expensive litigation.”</p> <p>On April 10, 2020 President Trump weighed in on the issue of business interruption coverage, stating during a two-hour coronavirus briefing that he “would like to see the insurance companies pay if they need to pay” and opining that while some policies may include exclusions for pandemics, in a</p>
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					<p>lot of cases policies do not include such an exclusion.</p> <p>U.S. Congressional Representatives have written a <a href="#">letter to insurance</a> industry groups asking that they work with member companies and brokers to recognize financial loss due to COVID-19 as part of policyholders' business interruption insurance. Industry Groups have responded noting that while they will work with insurers to make sure prompt payments are made where coverage exists, business interruption policies "do not and were not designed to, provide coverage against communicable diseases such as COVID-19."</p>
Alabama			<p><i>Southern Dental Birmingham LLC v. The Cincinnati Ins. Co.</i>, No. 2:20-cv-681 (N.D. Ala., filed May 14, 2020) (Insurance breach of contract and declaratory judgment action). <b>(NEW)</b></p> <p><i>Drama Camp Productions Inc., et al. v. Mt. Hawley Ins. Co.</i>, No. 1:20-cv-266 (S.D. Ala., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Homestate Seafood LLC et al. v. The Cincinnati Ins. Co.</i>, No. 2:20-cv-649 (N.D. Ala., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Ascent Hospitality Manage. Co., LLC v. Employers Ins. Co. of Wausau; Liberty</i></p>		

			<p><i>Mut. Ins. Co.</i>, No. 01-cv-20-901444 (Jefferson Cnty. Cir. Ct., Ala., filed Apr. 17, 2020) (Insurance breach of contract and fraud action).</p> <p><i>Sharecropper LLC v. Farmers Ins. Exch. Inc.</i>, No. 01-cv-20-901319 (Jefferson Cnty. Cir. Ct., Ala., filed Apr. 7, 2020) (Insurance declaratory judgment action)</p> <p><i>Wagner Shoes LLC v. Auto-Owners Ins. Co.</i>, No. 7:20-cv-465 (N.D. Ala., filed Apr. 6, 2020) (Insurance breach of contract action.)</p>		
Alaska					
Arizona			<p><i>London Bridge Resort LLC v. Ill. Union Ins. Co. Inc.</i>, No. 3:20-cv-8109 (D. Ariz., filed May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Border Chicken AZ LLC v. Nationwide Ins. Co.; Allied Prop. Cas. Ins. Co.</i>, No. 2:20-cv-785 (D. Ariz., filed Apr. 22, 2020) (Insurance class action).</p>		
Arkansas		<p>The Arkansas Insurance Department issued <a href="#">Bulletin No. 9-2020</a> providing consumers information about Business Interruption Insurance in the context of the state’s COVID-19 health emergency. It explains that typically virus and disease are not an insured peril and that civil authority coverage is also likely to be unavailable.</p>			
California		<p>On March 26, 2020, California <a href="#">directed insurance</a> companies to submit data to the California Department of Insurance</p>	<p><i>Raven and the Bow LLC dba Ivy Room, et al. v. First Mercury Ins. Co.</i>, No. 3:20-cv-3264 (N.D. Cal., filed May 13, 2020)</p>		

		<p>on their coverage of business interruption relating to the COVID-19 outbreak. California will analyze the data to assist policymakers in understanding the scope of insured and uninsured business losses.</p> <p>The California Department of Insurance also published a series of <a href="#">FAQ's</a> relating to business interruption coverage for COVID-19 related claims.</p> <p>On April 14, 2020 the California Insurance Commissioner issued a <a href="#">Notice</a> to Insurance Companies to "ensure that all agents, brokers, insurance companies, and other licensees accept, forward, acknowledge, <b>and fairly investigate all business interruption insurance claims submitted by businesses.</b>"</p> <p>On April 14, the California Insurance Commissioner issued a <a href="#">Notice</a> requiring all "insurance companies to fairly investigate all business interruption claims caused by COVID-19." April 17, the California Department of Insurance hosted a "<a href="#">Small Business Tele-TownHall</a>" addressing issues including the availability of insurance coverage for COVID-19 related business interruption claims. The Commissioner purportedly encouraged all business owners impacted by the COVID-19 pandemic to submit claims for business interruption coverage, if they haven't done so already, noting that not all policies are the same and</p>	<p>(Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Westside Head &amp; Neck v. The Hartford Financial Services Grp., Inc. et al.</i>, Temp. No. _____ (L.A. Sup. Ct. Central Dist., filed May 12, 2020) (Insurance breach of contract and bad faith claim). <b>(NEW)</b></p> <p><i>Mudpie Inc., et al. v. Travelers Cas. Ins. Co. of Am.</i>, No. 3:20-cv-3213 (N.D. Cal., filed May 11, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Nature's Produce Co. v. Chubb Agribusiness; Pacific Employers Ins. Co.; Heffernan Ins. Brokers</i>, No. 20STCV17267 (LA Sup. Ct., filed May 6, 2020) (Insurance breach of contract action).</p> <p><i>Nari Suda LLC v. Oregon Mut. Ins. Co.</i>, No. 3:20-cv-3057 (N.D. Cal., filed May 4, 2020) (Insurance class action).</p> <p><i>Kingray Ins. V. Farmers Grp. Inc.; Farmers Ins. Co. Inc.; Truck Ins. Exch.</i>, No. 5:20-cv-963 (C.D. Cal., filed May 4, 2020) (Insurance class action) .</p> <p><i>Rowland Heights Med. Cntr., Inc. v. Amguard Ins. Co.</i>, No. 20STCV16781 (LA Sup. Ct., filed May 1, 2020) (Insurance declaratory judgment action seeking declaration that COVID-19 shutdown order constitutes prohibition of access to insured's premises).</p>		
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		<p>insurers have an obligation to fully investigate all claims.</p>	<p><i>Musso Frank Grill Co., Inc. v. Mitsui Sumitomo Ins. USA Inc.; Hub Int’l Ins. Servs. Inc.</i>, No. 20STCV16681 (LA Sup. Ct., filed May 1, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>New Restaurant Grp. et al. v. Farmers Grp. Inc.; Mid-Century Ins. Co.</i>, No. CGC-20-584269 (SF Cnty. Sup. Ct., filed Apr. 30, 2020) (Insurance breach of contract, bad faith, and unfair business practices action).</p> <p><i>Simon Wiesenthal Center Ins. V. Chubb Grp. Of Ins. Cos./Fed. Ins. Co.</i>, No. 2:20-cv-3890 (C.D. Cal., filed Apr. 29, 2020) (Insurance declaratory judgment action).</p> <p><i>O’Brien Sales and Mktg. Ins. V. Transportation Ins. Co.</i>, No. 4:20-cv-2951 (N.D. Cal., filed Apr. 29, 2020) (Insurance contract class action).</p> <p><i>Pigment Inc. v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 3:20-cv-794 (S.D. Cal., filed Apr. 28, 2020) (Insurance class action for declaratory judgment and breach of contract).</p> <p><i>Hair Perfect Int’l Inc. v. Sentinel Ins. Co. Ltd. dba The Hartford</i>, No. 2:20-cv-3729 (C.D. Cal., filed Apr. 23, 2020) (Insurance class action).</p> <p><i>Geragos &amp; Geragos Fine Arts Building LLC v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20GDCV00406 (LA Cnty.</p>		
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			<p>Sup. Ct., filed Apr. 21, 2020) (Insurance declaratory judgment action).</p> <p><i>Pez Seafood DTLA,, LLC v. Travelers Indem. Co.; Muntu Davis</i>, No. 20STCV15111 (LA Sup. Ct., filed Apr. 20, 2020) (Insurance declaratory judgment action).</p> <p><i>Travelers Cas. Ins. Co. of Am. V. Geragos &amp; Geragos</i>, No. 2:20-cv-3619 (C.D. Cal., filed Apr. 20, 2020) (Insurance declaratory judgment action by insurer).</p> <p><i>The Inns by the Sea v. California Mut. Ins. Co.</i>, No. 20CV001274 (Monterey Cnty. Sup. Ct., filed Apr. 20, 2020) (Insurance breach of contract and bad faith action.)</p> <p><i>Caribe Restaurant Nightclub Inc. v. TOPA Ins. Co.</i>, No. 2:20-cv-3570 (C.D. Cal., filed Apr. 17, 2020) (Insurance class action).</p> <p><i>Founder Institute Incorporated v. Hartford Fire Ins. Co.; Sentinel Ins. Co. Ltd.</i>, No. 20CV366110 (Santa Clara Cnty. Sup. Ct., filed Apr. 16, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>Mark's Engine Co. No. 28 Restaurant, LLC v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20STCV14627 (LA Sup. Ct., filed Apr. 15, 2020) (Insurance declaratory judgment action filed by attorney Geragos).</p>		
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<p>Colorado</p>				<p>On April 8, 2020, the Governor of Colorado issued <a href="#">Executive Order D 2020 032</a> "Amending and Extending Executive Order D 2020 003 Declaring a Disaster Emergency Due to the Presence of Coronavirus Disease 2019 in Colorado." The Order explicitly states that "COVID-19 . . . physically contributes to property loss, contamination, and damage due to</p>	<p>On April 21, 2020 the town council of Basalt, Colorado, <a href="#">reportedly</a> asked the Colorado legislature to require insurance companies to cover losses for business interruption due to COVID-19. Thus far, the legislature has not acted on the request.</p>

				<p>its propensity to attach to surfaces for prolonged periods of time.”</p>	
<p>Connecticut</p>		<p>Connecticut Insurance Department Issues <a href="#">Guidance</a> on Business Interruption Insurance and COVID-19 to both consumers and insurers. It also issued a series of <a href="#">FAQ's</a> regarding business interruption insurance coverage.</p>	<p><i>One40 Beauty Lounge, LLC et al. v. Sentinel Ins. Co., Ltd.</i>, No. 3:20-cv-643 (D. Conn., filed May 8, 2020) (Insurance breach of contract class action) <b>(NEW)</b></p> <p><i>Cosmetic Laser, Inc., et al. v. Twin City Fire Ins. Co.</i>, No. 3:20-cv-638 (D. Conn., filed May 8, 2020) (Insurance breach of contract class action) <b>(NEW)</b></p> <p><i>Dr. Jeffrey Milton, DDS, Inc. et al v. Hartford Cas. Ins. Co.</i>, No. 3:20-cv-640 (D. Conn., filed May 8, 2020) (Insurance breach of contract class action) <b>(NEW)</b></p> <p><i>Hartford Fire Ins. Co. v. Moda LLC et al.</i>, No. HDD-CV20-6127638 (Hartford Sup. Ct., filed May 7, 2020) (Insurance declaratory judgment action filed by insurer).</p> <p><i>Little Stars LLC v. Hartford Underwriters Ins. Co.; The Hartford Fin. Servs. Grp., Inc.; Sentinel Ins. Co, Ltd.</i>, No. 3:20-cv-609 (D. Conn., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Consulting Advantage, Inc. v. the Hartford Fire Ins. Co.; Commercial Inland Marine Hartford Fire Ins. Co.</i>, No. 3:20-cv-610 (D. Conn., filed May 4, 2020) (Insurance declaratory judgment action).</p>		

			<i>Rencana LLC d/b/a Core Reform Pilates and The Irvine Company LLC v. the Hartford Fin. Servs. Grp., Inc.; Sentinel Ins. Co., Ltd.</i> , No. 3:20-cv-611 (D. Conn., filed May 4, 2020) (Insurance declaratory judgment action).		
Delaware		The Delaware Department of Insurance has published <a href="#">COVID-19 Insurance FAQ's</a> advising insureds that “[t]ypically, policies require physical damage to the property for payment, and many policies have specific exclusions for viral infections, like COVID-19.” Insureds are encouraged to review their policies carefully to determine the scope of coverage.			
District of Columbia	On April 30, the Council of the District of Columbia issued a <a href="#">Memorandum</a> requesting to place certain measures on the agenda for the May 5 <sup>th</sup> Legislative Meeting, including changes to the law that would impose “new requirements for business interruption insurance to pay for certain business closures during the pandemic.”	The District of Columbia Department of Insurance, Securities and Banking provides <a href="#">information</a> to insureds regarding business interruption coverage relating to COVID-19. Insureds are advised that “Mayor Bowser’s Order 2020-053 would not trigger [business interruption] coverage, however, because a pandemic peril is not a specified event that causes physical damage to a property.”	<i>Rose’s 1, LLC et al v. Erie Ins. Exch.</i> , No. 2020 CA 002424 B (D.C. Sup. Ct., filed May 4, 2020) (Insurance declaratory judgment action).  <i>GCDC LLC v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i> , No. 1:20-cv-1094 (D.D.C., filed Apr. 27, 2020) (Insurance breach of contract action).		
Florida		On April 24, the Florida Office of Insurance Regulation Commissioner <a href="#">reportedly</a> informed a committee of the Governor’s Re-Open Florida Task Force that while all business interruption policies are written differently, most will not provide	<i>Counter Culture Hospitality LLC v. Scottsdale Ins. Co.</i> , No. 2020CA004059 (Hillsborough Cnty. Cir. Ct., filed May 12, 2020) (Insurance declaratory judgment action). <b>(NEW)</b>  <i>Infinity Exhibits Inc. v. Certain Underwriters at Lloyd’s London, et al.</i> ,		

		<p>coverage for losses related to the COVID-19 pandemic.</p>	<p>No. 9:20-cv-1098 (M.D. Fla., filed May 12, 2020) (Insurance declaratory judgment action). <b>(NEW)</b></p> <p><i>Nicole M. Barger DDS PA v. Bankers Ins. Co.</i>, No. CACE20007631 (Broward Cnty. Cir. Ct., filed May 6, 2020) (Insurance breach of contract action) <b>(NEW)</b></p> <p><i>Johnston Jewelers Inc. v. Jewelers Mut. Ins. Co.</i>, No. 20002221C1 (Pinellas Cnty. Cir. Ct., filed May 6, 2020) (Insurance declaratory judgment action).</p> <p><i>Family Dentistry of Ojeechobee Inc.; Sloan Riley Holdings LLC v. West Am. Ins. Co.</i>, No. 2:20-cv-14136 (S.D. Fla., filed May 6, 2020) (Insurance breach of contract).</p> <p><i>Royal Palm Optical v. State Farm Mut. Auto. Ins. Co.; State Farm Fla. Ins. Co.</i>, No. 9:20-cv-80749 (S.D. Fla., filed May 5, 2020) (Insurance class action).</p> <p><i>Victory Mrktg. Consulting Inc.; Victory Solutions Inc. v. Hartford Cas. Ins. Co.</i>, No. 2020CA000755 (Marion Cnty. Cir. Ct., filed May 5, 2020) (Insurance action for damages).</p> <p><i>Tack Shack of Ocala Inc v. The Hanover Ins. Co.</i>, No. 5:20-cv-201 (M.D. Fla., filed May 5, 2020) (Insurance declaratory judgment action).</p> <p><i>Mauricio Martinez DMD PA dba Gulfv. Allied Ins. Co. of Am.</i>, No.</p>		
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			<p>2020CA002816 (Lee Cnty. Cir. Ct., filed May 1, 2020) (Insurance action).</p> <p><i>GV KB Store LLC dba Stefano Versace Gelato et al. v. Scottsdale Ins. Co.</i>, No. 1:20-cv-21815 (S.D. Fla., filed May 1, 2020) (insurance breach of contract class action).</p> <p><i>Sun Cuisine LLC dba Zest Restaurant and Market v. Certain Underwriters at Lloyd's London</i>, No. 1:20-cv-21827 (S.D. Fla., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Fitness OM LLC dba Club Pilates v. Arch Ins. Co.</i>, No. 0:20-cv-60873 (S.D. Fla., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Picasso Aesthetic and Cosmetic Dental Spa v. First Cmty. Ins. Co.</i>, No. 2020CA002696 (Lee Cnty. Cir. Ct., filed Apr. 28, 2020) (Insurance action).</p> <p><i>Florida Wellness Center of Tallahassee Inc. v. Hartford Cas. Ins. Co.</i>, No. 2020CA00807 (Lee Cnty. Cir. Ct., filed Apr. 27, 2020) (Insurance declaratory judgment action).</p> <p><i>Atma Beauty Inc v. HDI Glocal Specialty SE; Axis Specialty Europe SE; Underwriters at Lloyd's London</i>, No. 1:20-cv-21745 (S.D. Fla., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>First Cmty. Ins. Co. v. Clasan Management Co.</i>, No. 20002057 CI</p>		
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			<p>(Pinellas Cnty. Cir. Ct., filed Apr. 24, 2020) (Insurance declaratory judgment action by insurer).</p> <p><i>SA Palm Beach LLC v. Certain Underwriters at Lloyd's London et al.</i>, No. 9:20-cv-80677 (S.D. Fla., filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>Town Kitchen LLC v. Certain Underwriters at Lloyd's London et al.</i>, No. 20-8801CA01 (Miami-Dade Cnty. Cir. Ct., filed Apr. 21, 2020) (Insurance breach of contract class action).</p> <p><i>Café Int'l Holding Co. LLC v. Chubb Limited; Westchester Surplus Lines Ins. Co.</i>, No. 1:20-cv-21641 (S.D. Fla., filed Apr. 20, 2020) (Insurance breach of contract class action).</p> <p><i>Map Legacy Inc. v. Zurich American Ins. Co.</i>, No. 0:20-cv-60815 (S.D. Fla., filed Apr. 20, 2020) (Insurance breach of contract action).</p> <p><i>Malaube LLC v. Greenwich Ins. Co.</i>, No. 20-8378CA01 (Miami-Dade Cnty. Cir. Ct., filed Apr. 14, 2020) (Insurance action).</p> <p><i>Investments PH LLC dba Taikin Asian Cuisine v. Western World Ins. Co.</i>, No. 20-8297CA01 (Miami-Dade Cnty. Cir. Ct., filed Apr. 13, 2020) (Insurance action).</p> <p><i>Newsom Surgery Center of Sebring LLC v. Tower Hill Prime Ins. Co.</i>, No.</p>		
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			<p>2020CA000132 (Highlands Cnty. Cir. Ct., filed Apr. 10, 2020).</p> <p><i>El Novillo Restaurant v. Certain Underwriters at Lloyd's London</i>, No. 1:20-cv-21525 (S.D. Fla., filed Apr. 9, 2020) (Insurance breach of contract class action).</p> <p><i>Prime Time Sports v. Certain Underwriters at Lloyd's London</i>, No. 8:20-cv-771 (M.D. Fla., filed Apr. 2, 2020) (Insurance breach of contract claim).</p> <p><i>Café La Trova LLC v. Aspen Specialty Ins. Co.</i>, No. 20-7512CA01 (Miami-Dade Cnty. Cir. Ct., filed Mar. 31, 2020) (Insurance breach of contract claim).</p>		
<p>Georgia</p>		<p>On March 17, 2020, Georgia's Office of Insurance and Safety Fire Commissioner issued a <a href="#">bulletin</a> on business interruption insurance describing the purpose of business interruption insurance and civil authority coverage.</p>	<p><i>Roy H. Johnson, DDS et al. v. Hartford Fire Ins. Co., et al.</i>, No. 1:20-cv-2000 (N.D. Ga., filed May 8, 2020)(Insurance breach of contract class action) <b>(NEW)</b></p> <p><i>Progressive Lighting Inc. v. The Hanover Ins. Co.</i>, No. 20-A-03311 (Gwinnett Cnty. Sup. Ct., filed May 5, 2020) (Insurance declaratory judgment action).</p> <p><i>The K's Inc v. Westchester Surplus Lines Ins. Co.</i>, No. 1:20-cv-1724 (N.D. Ga., filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>The K's Inc. v. Westchester Surplus Lines Ins. Co.</i>, No. 1:20-tc-1193 (N.D. Ga., filed Apr. 22, 2020) (Insurance declaratory judgment class action).</p>		

<p>Hawaii</p>		<p>The Hawaii Department of Commerce and Consumer Affairs has posted <a href="#">FAQs</a> explaining that business interruption and business income coverage generally protects against losses sustained “due to direct physical loss or damage” and “it is questionable whether . . . business interruption or business income polic[ies] specifically protect[] against virus and bacteria losses.”</p>			
<p>Idaho</p>		<p>On April 23, the Idaho Department of Insurance issued <a href="#">Bulletin No. 20-08</a> in which it notes that “all business interruption policies are not identical, and the coverage provided by a given policy depends on the specific wording of the contract.” However, the Department notes that “policies typically pay” when four criteria are met, including that “[t]he policyholder has sustained physical damage to insured property.”</p>			
<p>Illinois</p>		<p>The Illinois Department of Insurance has published <a href="#">FAQ’s</a> discussing the availability for business interruption coverage for COVID-19 related claims. Insureds are advised that “[m]ost business interruption insurance coverage contains a virus and bacteria exclusion that specifically excludes losses that result from any virus.” Insureds are further advised to refer to their policies for specific coverage questions.</p>	<p><i>Menns Inc. dba The Tavern on Clark, et al. v. Erie Ins. Exch., et al.</i>, No. 1:20-cv-2895 (N.D. Ill., filed May 14, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Poplaw 2706 Co. dba Honey Berry Café, et al. v. Society Ins.</i>, No. 2020-CH-4178 (Cook Cnty. Cir. Ct., filed May 13, 2020) (Insurance breach of contract action). <b>(NEW)</b></p>	<p>On March 13, 2020 the Illinois Governor issue a <a href="#">Proclamation</a> declaring a continuing disaster within the State of Illinois and noting that “the circumstances surrounding COVID-19 have resulted in the occurrence and threat of widespread and severe damage, injury, and loss of life and property under Section 4 of the Illinois Emergency Management Agency Act.” It is unclear whether this language is also intended to trigger business</p>	



			<p><i>Stefani Management Servs. Inc., et al. v. Society Ins.</i>, No. 2020-CH-4149 (Cook Cnty. Cir. Ct., filed May 11, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Valley Lodge Corp. v. Society Ins.</i>, No. 1:20-cv-2813 (N.D. Ill., filed May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Black Rock Restaurants LLC dba The Marq v. Society Ins. Co.</i>, No. 2020-L-5111 (Cook Cnty. Cir. Ct., filed May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Derrick Scott William PLLC et al. v. The Cincinnati Insurance Company</i>, No. 1:20-cv-2806 (N.D. Ill., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Upmerch v. Continental Cas. Co.</i>, No. 2020-CH-4093 (Cook Cnty. Cir. Ct., filed May 6, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Motherway &amp; Napleton LLP v. Sentinel Ins. Co. Ltd.</i>, No. 2020-L-4977 (Cook Cnty. Cir. Ct., filed May 6, 2020) (Insurance breach of contract action).</p> <p><i>Image Dental LLC, et al. v. Citizens Ins. Co. of Am.</i>, No. 1:20-cv-2759 (N.D. Ill., filed May 6, 2020) (Insurance breach of contract class action).</p> <p><i>3 Squares dba Squares Diner et al. v. The Cincinnati Ins. Co.</i>, No. 1:20-cv-</p>	<p>interruption and civil authority coverage for insureds in Illinois.</p>	
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			<p>2690 (N.D. Ill., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>JDL Inc. dba Vegas Image et al. v. Valley Forge Ins. Co.</i>, No. 1:20-cv-2681 (N.D. Ill, filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Kedzie Boulevard Café Inc. et al. v. Society Ins. Inc.</i>, No. 1:20-cv-2692 (N.D. Ill., filed May 4, 2020)(Insurance breach of contract action).</p> <p><i>Matthew Nixon et al. v. Generali U.S. Branch</i>, No. 1:20-cv-2670 (N.D. Ill., filed May 2, 2020) (Travel insurance breach of contract class action).</p> <p><i>Roscoe Same LLC et al. v. Society Ins.</i>, No. 1:20-cv-2641 (N.D. Ill., filed Apr. 30, 2020) (Insurance breach of contract class action).</p> <p><i>351 Kingsbury Corner LLC dba The Hampton Social and the Bassment v. Society Ins.</i>, No. 1:20-cv-2589 (N.D. Ill., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>JDS 1455 Inc. et al. v. Society Ins.</i>, No. 1:20-cv-2546 (N.D. Ill., filed Apr. 24, 2020) (Insurance breach of contract class action).</p> <p><i>Dunlays Management Services LLC dba 4 Star Restaurant Grp., et al. v. Society Ins.</i>, No. 1:20-cv-2524 (N.D. Ill., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Biscuit Café Inc. dba Buttermilk Geneva, et al. v. Society Ins.</i>, No. 1:20-cv-2514 (N.D. Ill., filed Apr. 23, 2020) (Insurance breach of contract class action).</p> <p><i>PGB Restaurant Inc. v. Erie Ins. Co.</i>, No. 1:20-cv-2403 (N.D. Ill., filed Apr. 19, 2020) (Insurance breach of contract class action).</p> <p><i>Sandy Point Dental PC v. The Cincinnati Ins. Co.; The Cincinnati Cas. Co.; The Cincinnati Indem. Co.; The Cincinnati Ins. Co.</i>, No. 1:20-cv-2160 (N.D. Ill., filed Apr. 6, 2020) (Insurance breach of contract action).</p> <p><i>Billy Goat Tavern I Inc., et al. v. Society Ins.</i>, No. 1:20-cv-2068 (N.D. Ill., filed Mar. 31, 2020) (Insurance breach of contract class action).</p> <p><i>Big Onion Tavern Grp., LLC, et al. v. Society Ins. Inc.</i>, No. 1:20-cv-2005 (N.D. Ill., Mar. 27, 2020) (Insurance breach of contract action).</p>		
<p>Indiana</p>		<p>The Indiana Department of Insurance has published <a href="#">guidance</a> for insureds explaining that “[b]usiness interruption insurance coverage may vary depending on the type of policy you have” and that “[e]vents that are not listed on, or not described in, the policy are typically not covered.</p>	<p><i>TJ’s 5th Down Inc. v. Society Ins.</i>, No. 02D02-2005-CT-000246 (Allen Cnty, filed May 5, 2020) (Insurance breach of contract class action).</p> <p><i>Appletree Hospitality LLC, et al. v. EMC Risk Servs. LLC</i>, No. 49D06-2005-CT-015059 (Marion Cnty., filed May 1, 2020) (Insurance breach of contract action).</p>		

			<p><i>Café Patachou at Clay Terrace LLC, et al. v. Citizens Ins. Co. of Am.</i>, No. 49D01-2004-PL-014126 (Marion Cnty, filed Apr. 17, 2020) (Insurance declaratory judgment action).</p> <p><i>DRA Inc. dba Pure Eatery, et al. v. Society Insurance</i>, No. 49D01-2004-PL-013727 (Marion Cnty., filed Apr. 13, 2020) (Insurance breach of contract action).</p> <p><i>Crossville Fabric Chile S.A., et al. v. Zurich Am. Ins. Co.</i>, No. 49D01-2004-PL-013613 (Marion Cnty., filed Apr. 10, 2020) (Insurance declaratory judgment action).</p> <p><i>Indiana Repertory Theater Inc. v. The Cincinnati Cas. Co.</i>, No. 49D01-2004-PL-013137 (Marion Cnty., filed Apr. 3, 2020) (Insurance declaratory judgment action).</p>		
Iowa			<p><i>Whiskey River on Vintage Ins., et al. v. Ill. Cas. Co.</i>, No. 05771 LACL147886 (Polk Cnty. Dist. Ct., filed May 12, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>RSV Enterprises Inc. dba Drake Diner et al. v. Society Ins.</i>, No. 05771 CVCV060150 (Polk Cnty. Dist. Ct., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Gergleman Management Inc. et al. v. Donegal Ins. Grp.; Le Mars Ins. Co.; Atlantic States Ins. Co.</i>, No. 05771 LACL147789 (Polk Cnty. Dist. Ct., filed</p>		

			<p>Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Palmer Holdings and Investments Inc v. Integrity Ins. Co., et al.</i>, No. 05771 LACL 147787 (Polk Cnty. Dist. Ct., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		
Kansas		<p>On March 30, 2020, Kansas Insurance Department Issues <a href="#">Directives</a> (Health Insurance, Business Interruption Insurance and Licensing) in Connection with COVID-19 and describes business interruption insurance policies.</p> <p>On April 29, the Kansas Insurance Department issued an updated <a href="#">COVID-19 FAQ</a> explaining that “it is the Department’s understanding that it is unlikely that a business policy would cover losses related to COVID-19, as most business policies have communicable disease exclusions.”</p>	<p><i>Alliance Radiology PA v. CAN Fin. Corp.; Continental Cas. Co.</i>, No. 2:20-cv-2218 (D. Kan., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Promotional Headwear Int’l, et al., v. The Cincinnati Ins. Co., Inc.</i>, No. 2:20-cv-2211 (D.Kan., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		
Kentucky			<p><i>Yiddle Mister Bill dba Cynthia’s Ristorante v. The Cincinnati Ins. Co., et al.</i>, No. 20ci00335 (McCracken Cnty. Cir. Ct., filed May 8, 2020) (Insurance negligence and breach of contract action). <b>(NEW)</b></p> <p><i>ABC Daycare &amp; Learning Centr v. West Bend Mut. Ins. Co.</i>, No. 20ci00220 (Madison Cnty. Cir. Ct., filed May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Goodwood Brewing LLC v. United Fire Grp., et al.</i>, 3:20-cv-306 (W.D. Ky., filed</p>		

			<p>Apr. 28, 2020) (Insurance breach of contract action).</p>		
<p><b>Louisiana</b></p>	<p>On May 15, the Louisiana Senate proposed an <a href="#">Amended Senate Bill 477</a>. The original bill would have retroactively required insurers to provide business interruption coverage for COVID-19 related business income losses, regardless of policy language. The May 15 amended bill nixes the controversial retroactive requirements and instead requires that all policies issued after August 1, 2020 “include a notice of all exclusions on a form prescribed by the commissioner of insurance” which shall “be conclusively presumed to become a part of the policy of contract when issued and delivered.” <b>(NEW)</b></p> <p>Both the Louisiana House and Senate have proposed bills purporting to mandate that insurers provide coverage for business interruption claims related to the COVID-19 pandemic.</p> <p><a href="#">HB858</a> states that “[n]otwithstanding any other provisions of law to the contrary, every policy of insurance insuring against loss or damage to property . . .in force in this state on the effect date of this Act, shall be construed to include among the covered perils under such a policy, coverage for business interruption due to global virus transmission or pandemic.” The bill would apply to</p>	<p>Louisiana Department of Insurance Issues <a href="#">Guidance</a> to Consumers on Health, Travel and Business Disruption Insurance on whether businesses can claim business interruption insurance.</p> <p>The Louisiana Department of Insurance has <a href="#">explained</a> that, based upon its review of the policy forms of seven admitted insurers “[p]erils or causes of loss that are neither listed on, nor described in, the policy are typically not covered” by business interruption policies.</p>	<p><i>St. Charles Surgical Hosp. LLC v. HUB Int’l Ltd.; CRC Grp. Inc.; Jordan O. Parnell</i>, No. 20-03467 (Orleans Parish Dist. Ct., filed May 4, 2020) (Insurance breach of contract and declaratory judgment action).</p> <p><i>New Orleans Hamburger Seafood Co. v. Starr Surplus Lines Ins. Co.</i>, No. 2:20-cv-1370 (E.D. La., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Scorpio Rising Inc. dba Bourbon Pub Parade v. Nautilus Ins. Co.</i>, No. 2:20-cv-1372 (E.D. La., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Station 6 LLC v. Certain Underwriters at Lloyd’s London</i>, No. 2:20-cv-1371 (E.D. La., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Nola Grp. Hotel LLC v. Starr Surplus Lines Ins. Co.</i>, No. 2:20-cv-1373 (E.D. La., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Odyssey Imports Inc. v. Charter Oak Fire Ins. Co.</i>, No. 1:20-cv-542 (W.D. La., filed Apr. 30, 2020) (Insurance breach of contract action).</p>	<p><a href="#">New Orleans</a> issued a civil authority shutdown order that explicitly provides that COVID-19 may spread from “surface to person . . . causing property loss and damage in certain circumstances.” These provisions appear calculated to provide future litigants with a plausible hook to argue for business interruption coverage where such coverage is contingent on the existence of “physical damage.”</p>	

	<p>policies issued to insureds with less than one hundred full-time employees and would be applied retroactively to March 11, 2020.</p> <p><a href="#">SB 477</a> is nearly identical, except that it applies to all policies issued in the State, not just those issued to businesses with fewer than 100 employees.</p>		<p><i>Cajun Conti LLC et al. v. Certain Underwriters at Lloyds of London et al.</i>, No. 20-02558 (Orleans Parish Dist. Ct., filed Mar. 16, 2020) (first known business interruption insurance declaratory judgment action).</p>		
<p><b>Maine</b></p>		<p>On April 7, 2020 the Maine Superintendent of Insurance issued <a href="#">Bulletin 443</a> directed to the attention of property casualty insurers, amongst others. In the Bulletin, the Superintendent noted that it had come to his “attention that some insurers have notified their policyholders that their policies will not cover COVID-19 risks” and that while “[t]his would be acceptable if the policy at issue clearly and unambiguously excludes these risks . . . no admitted or surplus lines insurer may use COVID-19 as a reason to attempt to narrow or cancel the coverage of a policy already in effect.” The Superintendent will consider any such action by insurers to be a violation of Maine’s Trade Practices and Frauds law.</p>			
<p><b>Maryland</b></p>		<p>On March 18, 2020, Maryland Insurance Administration Issues <a href="#">Advisory</a> on Business Interruption Insurance and how it is typically applied.</p>	<p><i>GPL Enterprise LLC dba The AnchorBar v. Lloyds of London et al.</i>, No. C10CV20000284 (Frederick Cnty. Cir. Ct., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		

<p><b>Massachusetts</b></p>	<p>On March 24, 2020, Senator Eldridge and Senator Elugardo proposed <a href="#">S.D. 2888</a>, an “act concerning business interruption insurance.” The Bill prohibits insurers in Massachusetts from denying a claim for business interruption coverage on grounds that COVID-19 is a virus or because there was no physical damage to property, even if the policy includes an explicit virus or pandemic exclusion. The legislation applies to policies sold to businesses in the commonwealth with 150 or fewer full-time employees, as long as the policies were in place by March 10<sup>th</sup>.</p>		<p><i>Rinnigade Art Works, et al. v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 1:20-cv-10867 (D. Mass., filed May 7, 2020) (Insurance breach of contract class action).</p> <p><i>BN Farm LLC, et al. v. The Cincinnati Cas. Co.</i>, No. 1:20-cv-10874 (D. Mass., filed May 7, 2020) (Insurance breach of contract action).</p> <p><i>Legal Sea Foods LLC v. Strathmore Ins. Co.</i>, No. 1:20-cv-10850 (D. Mass., filed May 4, 2020) (Insurance breach of contract action).</p>		
<p><b>Michigan</b></p>	<p>On April 24, the Michigan House Insurance Committee introduced <a href="#">Bill 5739</a>, which if passed would mandate that any “insurer that delivers, issues for delivery, or renews in this state a business interruption policy shall include in the business interruption insurance policy coverage for business interruption due to the novel coronavirus (COVID-19). The bill further provides that coverage under the section “<b>must indemnify the insured . . . for any loss of business or business interruption for the duration of the declaration of state of emergency under Executive Order No. 2020-04.</b>” The bill would apply to any policy effective on the date the bill were to be passed, provided that the insured has less than 100 full-time employees.</p>		<p><i>Doug Coates v. Foremost Ins. Co.</i>, No. 1:20-cv-383 (W.D. Mich., filed May 4, 2020) (Insurance breach of contract action relating to “loss of rent” coverage.)</p>		



Minnesota		<p>On March 19, 2020, the Minnesota Department of Commerce issued a <a href="#">Consumer Alert</a> describing business interruption insurance, whether it applies to a business, and how a state of emergency affects the coverage.</p> <p>The Department has also published a series of <a href="#">FAQs</a> regarding business interruption insurance and COVID-19.</p>	<p><i>Kenneth Seifert dba The Hair Place v. IMT Ins. Co.</i>, No. 0:20-cv-1102 (D. Minn., filed May 6, 2020) (Insurance breach of contract action).</p> <p><i>Young Blood Coffee Roasters LLC et al. v. State Auto Prop. Cas. Ins. Co.</i>, No. 0:20-cv-1076 (D. Minn., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Lucy's Burgers LLC v. Society Ins. Co.</i>, No. 0:20-cv-1029 (D. Minn., filed Apr. 27, 2020) (Insurance breach of contract action).</p>		
Mississippi		<p>On April 24, 2020 the Mississippi Insurance Commissioner issued an <a href="#">article</a> entitled "Comm. Mike Chaney: Understanding Business Interruption Insurance. The commissioner explains that "[u]nder the business interruption or business income policy, there is likely no coverage as losses occurring as a result of a virus or bacteria are typically excluded by admitted companies." Business owners are advised to read their policies and contact their insurer for answers to specific questions.</p>	<p><i>Big Tomato LLC dba Tabella v. State Auto Prop. &amp; Cas. Ins. Co.</i>, No. 2:20-cv-86 (S.D. Miss., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Real Hospitality LLC dba Ed's Burger Joint v. Travelers Cas. Ins. Co. of Am.</i>, No. 2:20-cv-87 (S.D. Miss., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p>		
Missouri		<p>The Missouri Department of Insurance has issued a <a href="#">Consumer Alert</a> explaining business interruption coverage in relation to COVID-19. The Alert explains that while many policies contain exclusions for viruses, such exclusions are not universal.</p>	<p><i>Blue Springs Dental Care LLC, et al. v. Owners Ins. Co.</i>, No. 4:20-cv-383 (W.D. Mo., filed May 13, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>BBMS LLC dba All A'Bloom et al. v. Continental Cas. Co.</i>, No. 4:20-cv-353 (W.D. Mo., filed May 1, 2020)</p>		

		<p>The Missouri Department of Insurance has <a href="#">advised consumers</a> that the most common “trigger” for business interruption coverage “is when an insured property sustains a ‘direct physical loss’ from a disaster such as a tornado” and further notes that [i]f a type of event is not listed in [a] policy, then it is probably not covered.” (NEW)</p>	<p>(Insurance breach of contract class action).</p> <p><i>Ja-Del Inc. v. Zurich Am. Ins. Co.; Lovell Sagebrush Ins. Grp. Inc.; R-T Specialty LLC</i>, No. 2016-CV11209 (Jackson Cnty. Cir. Ct., filed Apr. 28, 2020) (Insurance breach of contract and negligence action).</p> <p><i>Zwillo V. Corp. v. Lexington Insurance</i>, No. 4:20-cv-339 (W.D. Mo., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>Studio 417 Inc. et al. v. The Cincinnati Ins. Co.</i>, No. 6:20-cv-3127 (W.D. Mo., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>Grand Street Dining LLC et al. v. The Cincinnati Ins. Co.</i>, No. 4:20-cv-330 (W.D. Mo., filed Apr. 23, 2020) (Insurance breach of contract class action).</p>		
Montana					
Nebraska					
Nevada			<p><i>Project Lion LLC et al. v. Badger Mut Ins. Co.</i>, No. 2:20-cv-768 (D. Nev., filed Apr. 28, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Egg Works Hldg. Co. LLC, et al. v. Acuity, a Mut Ins. Co.</i>, No. 2:20-cv-748 (D. Nev., filed Apr. 25, 2020) (Insurance breach of contract class action).</p>		

			<i>Egg and I LLC et al. v. U.S. Specialty Ins. Co.; Professional Indem. Agency Inc.</i> , No. 2:20-cv-747 (D. Nev., filed Apr. 24, 2020) (Insurance breach of contract class action).		
New Hampshire		New Hampshire Insurance Department posted <a href="#">Guidance</a> on Business Disruption Insurance and COVID-19 coverage-how it works, what it covers, and how a state of emergency would impact coverage.			
New Jersey	<p>On March 16, 2020, New Jersey lawmaker, Roy Freiman <a href="#">introduced a bill</a> that would force insurers to pay certain COVID-19 business interruption claims. The Bill was <a href="#">voted out of committee</a> prior to being voted on by the full assembly. It may be modified and reconsidered at a later date.</p> <p>While the Bill passed the house, it was pulled from consideration before going to the New Jersey Senate. Assemblyman <a href="#">Roy Freiman explained</a> that, instead of passing the bill, lawmakers had decided to give insurers the opportunity to provide coverage or incur reputational harm for failing to do so.</p>	On March 20, 2020, the New Jersey Department of Banking & Insurance <a href="#">Encouraged Regulated Entities</a> to Assist Residents and Businesses Affected by Disruptions Due to COVID-19. Specifically, New Jersey asked insurance companies and banking companies to relax due dates for payments.	<p><i>Addiego Orthodontics LLC v. Hartford Fin. Servs. Grp. Inc.</i>, No. 3:20-cv-5882 (D.N.J., filed May 14, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Addiego Family Dental LLC v. Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 3:20-cv-5847 (D.N.J., filed May 13, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Ambulatory Care Center PA v. Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-5837 (D.N.J., filed May 13, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>M. Ilhan Uzel, DMS, DSC v. The Hanover Ins. Grp. Inc., et al.</i>, No. 3:20-cv-5778 (D.N.J., filed May 11, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Federici Dental PA v. The Hanover Ins. Grp. Inc., et al.</i>, No. 3:20-cv-5772 (D.N.J., filed May 11, 2020) (Insurance breach of contract action). <b>(NEW)</b></p>		

			<p><i>Chester C. Chianese DDS LLC v. Travelers Ins. Co. of Am.</i>, No. 3:20-cv-5702 (D.N.J., filed May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>The Eye Care Center of N.J. PA et al v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 2:20-cv-5743 (D.N.J., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>J.G. Optical Inc., et al. v. The Travelers Companies Inc., et al.</i>, No. 2:20-cv-5744 (D.N.J., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Beniak Enterprises Inc. dba Benito Ristorante v. Chubb Ltd.; Indem. Ins. Co. of N. Am.</i>, No. 2:20-cv-5536, (D.N.J., filed May 5, 2020) (Insurance breach of contract class action).</p> <p><i>Osler Health Management Inc. et al. v. Selective Ins. Co. of New England</i>, No. BER-L-2635-20 (Bergen Cnty. Sup. Ct. L. Div., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Francis J. DeVito Esq. v. Hartford Ins. Co. of the Midwest</i>, No. BER-L-2636-20 (Bergen Cnty. Sup. Ct. L. Div., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Garden State Ortho. Assoc. PA v. Sentinel Ins. Co. Ltd.; Hartford Ins. Co. of the Midwest</i>, No. BER-L-2590-20</p>		
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			<p>(Bergen Cnty. Sup. Ct. L. Div., filed May 1, 2020) (Insurance declaratory judgment action).</p> <p><i>Dr. Constantine Rossakis MD PC v. Liberty Mut. Ins. Co.</i>, No. BER-L-2570-20 (Bergen Cnty. Sup. Ct. L. Div., filed Apr. 30, 2020) (Insurance declaratory judgment action).</p> <p><i>NS Restaurant LLC v. Cumberland Mut. Fire Ins. Co.</i>, No. 1:20-cv-5289 (D.N.J., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Truhaven Enterprises Inc. dba Fiomo Restorante et al. v. Chubb Ltd., Indem. Ins. Co. of N. Am.</i>, No. 2:20-cv-4586 (D.N.J., filed Apr. 20, 2020) (Insurance breach of contract class action).</p>		
New Mexico			<p><i>Café Plaza de Mesilla Inc. v. Continental Cas. Co.</i>, No. 2:20-cv-354 (D.N.M., filed Apr. 20, 2020) (Insurance breach of contract action).</p>		
New York	<p>On March 27, 2020 New York proposed a <a href="#">bill</a> requiring that “certain perils be covered under business interruption insurance during the coronavirus disease 2019 pandemic.” The bill would require every policy of insurance against loss or damage to property to cover coronavirus-related business interruption claims so long as the policy was issued to an insured with fewer than 100 employees and was in force on the effective date of the act.</p>	<p><a href="#">NYDFS mandated all insurers</a> of commercial property to disclose certain information regarding business interruption coverage related to coronavirus.</p> <p>New York also posted an <a href="#">FAQ</a> on business interruption insurance that describes coverage, whether businesses can still purchase coverage, and other resources on understanding coverage.</p>	<p><i>Brain Freeze Beverage LLC v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 2:20-cv-2157 (E.D.N.Y., filed May 13, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Laser Spa of Rochester LLC v. Erie Ins. Co.</i>, No. 6:20-cv-6308 (W.D.N.Y., filed May 12, 2020) (Insurance declaratory judgment action). <b>(NEW)</b></p> <p><i>Starjem Restaurant Corp. dba Fresco, et al. v. Liberty Mut. Ins.</i>, No. 1:20-cv-</p>		

			<p>3672 (S.D.N.Y., filed May 12, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Slate Hill Daycare Center Inc. v. Utica Nat'l Ins. Grp.</i>, No. 1:20-cv-3565 (S.D.N.Y., filed May 7, 2020) (Insurance declaratory judgment action).</p> <p><i>Food for Thought Caterers Corp. v. The Hartford Fin Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-3418 (S.D.N.Y., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Thor Equities LLC v. Factory Mut. Ins. Co.</i>, No. 1:20-cv-3380 (S.D.N.Y., filed Apr. 30, 2020) (Insurance breach of contract action regarding coverage for real estate losses).</p> <p><i>Buffalo Xerographix Inc. v. Sentinel Ins. Co. Ltd.; The Hartford Ins. Grp.; The Hartford Fin. Servs. Grp. Inc.; Hartford Fire Ins. Co.; et al.</i>, No. 1:20-cv-520 (W.D.N.Y., filed Apr. 29, 2020) (Insurance breach of contract and deceptive acts and practices class action).</p> <p><i>Camp 1382 LLC dba Campagnola Restaurant v. Lancer Ins. Co.</i>, No. 1:20-cv-3336 (S.D.N.Y., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Sharde Harvey DDC PLLC v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-3350</p>		
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			<p>(S.D.N.Y., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>SA Hospitality Grp. LLC et al v. The Hartford Fin. Grp. Inc.; Hartford Fire Ins. Co.</i>, No. 1:20-cv-3258 (S.D.N.Y., filed Apr. 24, 2020) (Insurance breach of contract class action).</p> <p><i>GIO Pizzeria Bar Hospitality LLC et al. v. Certain Underwriters at Lloyds London</i>, No. 1:20-cv-3107 (S.D.N.Y., filed Apr. 17, 2020).</p>		
<p>North Carolina</p>		<p>On April 17, 2020 North Carolina Insurance Commissioner Mike Causey sent a <a href="#">letter</a> to business owners explaining that the “issue with commercial property insurance, specifically business interruption insurance, presents a . . . difficult problem.” He explains that “[s]tandard business interruption policies are not designed to provide coverage for viruses, diseases, or pandemic-related losses because of the magnitude of potential losses.” Finally, the Commissioner notes that paying business interruption claims for COVID-19 related claims “could cripple the insurance industry causing many companies to fail, which would put the protection of homes, automobiles, and businesses at risk.” Therefore, the North Carolina Department of Insurance has advised that it cannot “legally force insurers to cover a risk which they didn’t intend to cover” but that they are “looking for ways to protect businesses in the future.”</p>			

<p>North Dakota</p>		<p>The North Dakota Department of Insurance has issued <a href="#">guidance</a> on COVID-19 and business interruption coverage and explains that it is unlikely that insureds will find coverage through their business disruption policies.</p>			
<p>Ohio</p>	<p>On March 24, 2020, Ohio Legislature introduces <a href="#">HB 589</a> which requires certain insurance carriers to provide business interruption coverage for pandemic losses. The legislation applies to companies with 100 or fewer full-time employees, provided the policies were issued by March 9.</p>		<p><i>MIKMAR Inc., et al. v. Westfield Ins. Co.</i>, No. 20CV000646 (Lake Cnty. Ct. of C.P., filed May 14, 2020) (Insurance breach of contract and bad faith class action). <b>(NEW)</b></p> <p><i>The Opal Lounge Hair and Nail Boutique v. West Bend Mut. Ins. Co.</i>, No. CV-2020-05-1475 (Summit Cnty. Ct. of C.P., filed May 12, 2020) (Insurance contract action). <b>(NEW)</b></p> <p><i>Saucy Brew Works LLC et al. v. The Cincinnati Ins. Co.</i>, No. CV-20-932532 (Cuyahoga Cnty. Ct. of C.P., filed May 12, 2020) (Insurance breach of contract and bad faith class action). <b>(NEW)</b></p> <p><i>Retina Specialists of Ohio LLC v. Selective Ins. Co. of Am.</i>, No. CV-20-932506 (Cuyahoga Cnty. Ct. of C.P., filed May 12, 2020) (Insurance breach of contract and bad faith action). <b>(NEW)</b></p> <p><i>The School for Creative Tots LLC v. West Bend Mut. Ins. Co., et al.</i>, No. A2001806 (Hamilton Cnty. Ct. of C.P., filed May 7, 2020) (Insurance breach of contract action). <b>(NEW)</b></p>		



			<p><i>Taste of Belgium LLC v. The Cincinnati Ins. Co., et al.</i>, No. 1:20-cv-357 (S.D. Ohio, filed May 5, 2020) (Insurance breach of contract class action).</p> <p><i>New SuperChina Buffet Inc. v. Grange Mut. Cas. Co.</i>, No. 2:20-cv-2264 (S.D. Ohio, filed May 4, 2020) (Insurance breach of contract and declaratory judgment action).</p> <p><i>Queen’s Tower Restaurant Inc. v. Cincinnati Fin. Corp., et al.</i>, No. A2001747 (Hamilton Cnty. Ct. of C.P., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Henderson Road Restaurant Systems Inc., et al. v. Zurich Am. Ins. Co.</i>, No. CV-20-932243 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Valerio’s Inc. v. Erie Ins. Exch.</i>, No. CV-20-932204 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>Equity Planning Corp., et al. v. Westfield Ins. Co.</i>, No. CV-20-932122 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 27, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Dino Palmieri Salons Inc., et al. v. State Auto. Mut. Ins. Co.</i>, No. CV-20-932117 (Cuyahoga Cnty. Ct. of C.P., Apr. 26, 2020) (Insurance declaratory judgment and contract class action).</p>		
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			<p><i>Santos Italian Café LLC v. Accuity Ins. Co.</i>, No. CV-20-932089 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 24, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>Nighttown Inc. v. The Cincinnati Ins. Co., et al.</i>, No. CV-20-932070 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 23, 2020) (Insurance declaratory judgment class action).</p> <p><i>Dakota Girls, LLC et al. v. Philadelphia Indemnity Insurance Company</i>, No. 2:20-cv-02035 (S.D. Ohio, filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>Troy Stacy Enterprises Inc., et al. v. The Cincinnati Ins. Co.</i>, No. 1:20-cv-312 (S.D. Ohio, filed Apr. 19, 2020) (Insurance breach of contract class action).</p> <p><i>Bridal Expressions LLC, et al. v. Owners Ins. Co.</i>, No. 1:20-cv-833 (N.D. Ohio, filed Apr. 17, 2020) (Insurance breach of contract class action).</p> <p><i>System Optics Inc v. Twin City Fire Ins. Co., et al.</i>, No. CV-2020-04-1279 (Summit Cnty. Ct. of C.P., filed Apr. 15, 2020) (Insurance breach of contract action).</p> <p><i>Torre Rossa LLC, et al. v. Liberty Mut. Ins.</i>, No. CV-20-931885 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 15, 2020) (Insurance breach of contract and bad faith class action).</p>		
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			<p><i>Millenia Hospitality Grp. LLC v. The Cincinnati Ins. Co.</i>, No. CV-20-931791 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 9, 2020) (Insurance declaratory judgment action).</p> <p><i>S&amp;S II Inc. v. The Cincinnati Ins. Co.</i>, No. 20CV002644 (Franklin Cnty. Ct. of C.P., filed Apr. 8, 2020) (Insurance breach of contract action).</p> <p><i>Somco LLC v. Lightning Rod Mut. Ins. Co.</i>, No. CV-20-931763 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 8, 2020) (Insurance declaratory judgment action).</p> <p><i>Mitchell Brothers Ice Cream Inc., et al., v. The Cincinnati Ins. Co.</i>, No. CV-20-931683 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 3, 2020).</p>		
<p>Oklahoma</p>		<p>The Oklahoma Insurance Department has published <a href="#">FAQs</a> explaining business interruption coverage in the context of COVID-19. The Department explains that the state’s emergency declaration is “unlikely to trigger business interruption coverage” but that “[s]ome policies may cover loss of income due to a pandemic/epidemic, but only for a limited amount of time.”</p>	<p><i>Goodwill career Pathways Inst., et al. v. Phil. Indem. Ins. Co.</i>, No. CV-2020-798 (Cleveland Cnty. Dist. Ct., filed May 6, 2020) (Insurance declaratory judgment action). <b>(NEW)</b></p> <p><i>Muscogee (Creek) Nation dba Muscogee (Creek) Nation Casinos et al. v. Lexington Ins. Co, et al.</i>, No. CJ-2020-159 (Muskogee Cnty. Dist. Ct., filed Apr. 24, 2020) (Insurance declaratory judgment action).</p> <p><i>Kickapoo Tribe of Okla. V. Lexington Ins. Co., et al.</i>, No. CV-2020-47 (Pottawatomie Cnty. Dist. Ct., filed</p>		

			<p>Apr. 22, 2020) (Insurance declaratory judgment action).</p> <p><i>Cherokee Nation, et al. v. Lexington Ins. Co., et al.</i>, No. CV-2020-150 (Cherokee Cnty. Dist. Ct., filed Apr. 13, 2020) (Insurance declaratory judgment action).</p> <p><i>Chickasaw Nation Dept. of Commerce v. Lexington Ins. Co., et al.</i>, No. CV-2020-35 (Pontotoc Cnty. Dist. Ct., filed Mar. 24, 2020) (Insurance declaratory judgment action).</p> <p><i>Choctaw Nation of Okla. V. Lexington Ins. Co., et al.</i>, No. CV-2020-42 (Bryan Cnty. Dist. Ct., filed Mar. 24, 2020) (Insurance declaratory judgment action).</p>		
Oregon	As of March 23, 2020, Governor Kate Brown is <a href="#">considering legislation</a> on business interruption insurance.	Oregon Division of Financial Regulation Website Offers <a href="#">Guidance</a> on business interruption insurance coverage.	<i>Sero Inc. dba Beast, et al. v. Berkley North Pacific Grp. LLC, et al.</i> , No. 3:20-cv-776 (D.Or., filed May 13, 2020) (Insurance breach of contract class action). <b>(NEW)</b>		
Pennsylvania	On May 11, the Pennsylvania Insurance Commissioner <a href="#">warned businesses</a> that failure to comply with Governor Wolf’s closure orders could compromise business interruption coverage claims as “many insurance policies contain provisions that exclude coverage for businesses or individual’s engaging in illegal acts or conduct.” <b>(NEW)</b>		<p><i>Magna Legal Servs. LLC v. Hartford Fire Ins. Co., et al.</i>, No. 200500735 (Philadelphia Cnty. Ct. of C.P., filed May 13, 2020) (Insurance declaratory judgment action). <b>(NEW)</b></p> <p><i>Medure’s Catering Inc. v. Donegal Mut. Ins. Co., et al.</i>, No. 200500607 (Philadelphia Cnty. Ct. of C.P., filed May 11, 2020) (Insurance declaratory judgment action). <b>(NEW)</b></p>		

On April 30, 2020, the General Assembly of Pennsylvania proposed [Senate Bill No. 1127](#) “[r]elating to property and business interruption insurance coverage for COVID-19 Pandemic-related Losses.” The Bill is structured differently than [earlier proposals](#) in that rather than simply asserting that policies will be construed to cover COVID-19 business income losses, it instead applies certain “rules of construction” to first-party insurance policy provisions in order to tie common coverage-triggering terms to COVID-19 related executive orders and the presence of the virus in a particular business. For example, the Bill provides that “[i]f a person positively identified as having been infected with COVID-19 has been present in . . . a building . . . that area of business activity shall be deemed to have experienced property damage.” Despite the different approach, the intent behind the Bill appears to be the same as for earlier proposals—to retroactively define policy terms to provide for sweeping coverage of COVID-19 related business income losses.

On April 15, 2020 the Pennsylvania Senate introduced [Senate Bill 1114](#), which if passed would mandate that all policies insuring against loss related to property damage “shall be construed to include among the covered perils coverage for loss or property damage due to COVID-19 and coverage for loss due to a civil

*Spring House Tavern Inc., et al. v. Am. Fire and Cas. Co.*, No. 2020-06069 (Montgomery Cnty. Ct. of C.P., filed May 11, 2020) (Insurance breach of contract class action). **(NEW)**

*Greg Prosmushkin PC et al. v. The Hanover Ins. Grp.*, No. 200500342 (Phil. Cnty. Ct. of C.P., filed May 6, 2020) (Insurance declaratory judgment and breach of contract action). **(NEW)**

*Hair Studio 1208 LLC v. Hartford Underwriters Inc. Co.*, No. 2:20-cv-2171 (E.D.Pa., filed May 5, 2020) (Insurance breach of contract action).

*Human Resources LLC dba Cadence Restaurant v. Hartford Mut. Ins. Co.*, No. 2:20-cv-2152 (E.D. Pa., filed May 4, 2020) (Insurance breach of contract action).

*Sentient Androids LLC dba Human Robot v. Scottsdale Ins. Co.*, No. 200500011 (Phil. Cnty. Ct. of C.P., filed May 1, 2020) (Insurance declaratory judgment action).

*Pexe Nori II LLC, et al. v. Donegal Mut. Ins. Co.*, No. GD-20-005423 (Allegheny Cnty. Ct. of C.P., filed May 1, 2020) (Insurance breach of contract class action).

*Sidkoff, Pincus Green v. Sentinel Ins. Co.*, No. 2:20-cv-2083 (E.D. Pa., filed Apr. 30, 2020) (Insurance breach of contract action).

	<p>authority order” related to the COVID-19 pandemic. The bill provides that Insureds classified as small business would receive 100% of the policy limit for eligible claims. All other businesses would receive 75% of the policy limit for eligible claims. The act would apply to all policies in effect prior to March 6, 2020.</p> <p>On Friday, April 3, a bipartisan group of 37 Pennsylvania lawmakers introduced <a href="#">House Bill 2372</a> which would require insurers that provide coverage for business interruption to include “coverage for business interruption due to global virus transmission or pandemic.” It would apply to policies in force as of March 6 provided to businesses with fewer than 100 full-time employees.</p> <p>State Representative Driscoll requested Pennsylvania House of Representatives to reimburse insurers for voluntarily paid COVID-19 related business interruption claims.</p>		<p><i>Eric R. Shantzer, DDc v. Travelers Cas. Ins. Co. of Am.; The Travelers Indem. Co.</i>, No. 2:20-cv-2093 (E.D. Pa., filed Apr. 30, 2020 ) (Insurance breach of contract action).</p> <p><i>Geneva Foreign Sports Inc. v. Erie Ins. Co. of N.Y. et al.</i>, No. 1:20-cv-93 (W.D. Pa., filed Apr. 29, 2020) (Insurance class action).</p> <p><i>Luke Whorley’s Wild Alaskan Grille LLC v. Erie Ins. Exch.</i>, No. GD-20-005297 (Allegheny Cnty. Ct. of C.P., filed Apr. 29, 2020) (Insurance action).</p> <p><i>Bowser Automotive Inc. f. Fed. Ins. Co.; Chubb Grp. of Ins. Cos.</i>, No. GD-20-005272 (Allegheny Cnty. Ct. of C.P., filed Apr. 28, 2020) (Insurance action).</p> <p><i>Danoia’s Eatery LLC v. Motorists Mut. Ins. Co.</i>, No. GD-20-005273 (Allegheny Cnty. Ct. of C.P., filed Apr. 28, 2020) (Insurance action).</p> <p><i>Lansdale 329 Prop. Et al. v. Hartford Underwriters Ins. Co.; The Hartford Fin. Servs. Grp. Inc.</i>, No. 2:20-cv-2034 (E.D. Pa., filed Apr. 27, 2020) (Insurance breach of contract action).</p> <p><i>Laudenbach Periodontics v. Liberty Mut. Ins. Grp.; Liberty Mut. Ins. Co.; Liberty Mut Ins. West Am. Ins. Co.</i>, No. 2:20-cv-2029 (E.D. Pa., filed Apr. 27, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Milkboy Center City and Class v. The Cincinnati Ins. Co., et al.</i>, No. 2:20-cv-2036 (E.D. Pa., filed Apr. 27, 2020) (Insurance breach of contract action).</p> <p><i>AK Studios et al v. Millers Capital Ins. Co., et al.</i>, No. 2020-CV-04082-CV (Dauphin Cnty. Ct. of C.P., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>Chester Cnty. Sports Arena v. The Cincinnati Specialty Underwriters Ins. Co.</i>, No. 2:20-cv-2021 (E.D. Pa., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Windber Hosp. et al. v. Travelers Prop. Cas. Co. of Am.</i>, No. 3:20-cv-80 (W.D. Pa., filed Apr. 23, 2020) (Insurance breach of contract class action).</p> <p><i>Jul-Bur Assoc. Ins. V. Selective Ins. Co. of Am.; Selective Ins. Co. of the Southeast</i>, No. 2:20-cv-1977 (E.D. Pa., filed Apr. 21, 2020) (Insurance breach of contract action).</p> <p><i>Ian McCabe Studios LLC v. Erie Ins. Exch.</i>, No. 2:20-cv-1973 (E.D. Pa., filed Apr. 21, 2020) (Insurance breach of contract action).</p> <p><i>Steven Copit MD v. Donegal Mut. Ins. Co.; Donegal Ins. Grp.</i>, No. 200400928 (Phil. Cnty. Ct. of C.P., filed Apr. 20, 2020) (Insurance declaratory judgment action).</p>		
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			<p><i>C.A. Spalding Co. v. Selective Ins. Grp. Inc.; Selective Ins. Co. of Am.</i>, No. 2:20-cv-1967 (E.D. Pa., filed Apr. 20, 2020) (Insurance breach of contract action).</p> <p><i>Newchops Restaurant Comcast LLC v. Admiral Indemnity Company</i>, 2:20-cv-1949 (E.D. Pa., filed Apr. 17, 2020) (Insurance breach of contract action).</p> <p><i>HTR Restaurants Inc. v. Erie Ins. Exch.</i>, No. GD-20-005138 (Allegheny Cnty. Ct. of C.P., filed Apr. 17, 2020) (Insurance breach of contract class action).</p> <p><i>Joseph Tambellini Inc. v. Erie Ins. Exch.</i>, No. GD-20-005137 (Allegheny Cnty. Ct. of C.P., filed Apr. 17, 2020) (Insurance breach of contract action).</p>		
Puerto Rico					
Rhode Island	Rhode Island lawmakers <a href="#">have proposed</a> introducing legislation that would require insurers to provide coverage for business interruption claims relating to the Coronavirus.				
South Carolina	South Carolina lawmakers introduced bill <a href="#">S. 1188</a> that, if passed, would require insurers to provide coverage for business interruption claims relating to the Coronavirus. The bill would apply to all policies issued to insureds with fewer than 150 full-time employees.	South Carolina Department of Insurance Issues <a href="#">Guidance</a> on Business Interruption Insurance and Civil Authority coverage in Connection with COVID-19.	<p><i>Sullivan Management LLC v. Allianz Global US Ins. Co., et al.</i>, No. 2020CP2283 (Richland Cnty. Ct. of C.P., filed May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Coffey McKenzie LLC v. Twin City Fire Ins. Co. dba the Hartford</i>, No. 2020CP1400160 (Clarendon Cnty. Ct. of C.P., filed Mar. 27, 2020) (Insurance breach of contract and bad faith action).</p>		



<p>South Dakota</p>					
<p>Tennessee</p>		<p>The Tennessee Department of Commerce &amp; Insurance has issued <a href="#">FAQs</a> encouraging businesses to review their policies and contact their insurance companies for answers to questions regarding whether business interruption coverage is available for COVID-19 related claims. However, the FAQs note that “[i]n general, business interruption insurance policies require a direct physical loss/damage to a property caused by a covered peril . . . for business interruption coverage to apply.”</p>	<p><i>Woolworths Nashville LLC v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-396 (M.D. Tenn., filed May 7, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Peg Leg Porker Restaurant LLC v. Society Ins.</i>, No. 3:20-cv-337 (M.D. Tenn., filed Apr. 20, 2020) (Insurance breach of contract action alleging actual contamination on the premises).</p> <p><i>Nashville Underground LLC v. Nationwide Prop. &amp; Cas. Ins. Co.; Amco Ins. Co.</i>, No. 20C822 (Davidson Cnty., filed Apr. 9, 2020) (Insurance breach of contract action).</p>		
<p>Texas</p>		<p>The Texas Department of Insurance has provided information on its <a href="#">website</a> relating to Business interruption coverage related to COVID-19.</p>	<p><i>VaperX Hemp CBD LLC v. Canopus US Ins. Inc.</i>, No 2020-29024 (Harris Cnty. Dist. Ct., filed May 12, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Graileys Inc. v. The Hartford Fire Ins. Co. et al.</i>, No. 3:20-cv-1181 (N.D. Tex., May 8, 2020) (Insurance breach of contract action). <b>(NEW)</b></p> <p><i>Vizzo Wash LP v. Nationwide Mut. Ins. Co.; Bradley Worth</i>, No. 2020C08311 (Bexar Cnty. Dist. Ct., file May 6, 2020) (Insurance breach of contract action).</p> <p><i>Boozer-Lindsey PA LLC v. Sentinel Ins. Co. Ltd.</i>, No. 5:20-cv-66 (E.D. Tex., filed</p>		

			<p>May 4, 2020) (Insurance breach of contract action).</p> <p><i>MB2 Dental Solutions LLC v. Zurich Am. Ins. Co.; Lindsey Harrell</i>, No. DC-20-06249-G (Dallas Cnty. Dist. Ct., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Ducky’s Sportwear &amp; T Shirts LLC v. Travelers Cas. Ins. Co. of Am.</i>, No. C2020-0674A (Comal Cnty. Dist. Ct., filed Apr. 29, 2020) (Insurance breach of contract and violation of insurance code action). <b>(NEW)</b></p> <p><i>Frosch Holdco Inc. dba Frosch, et al. v. The Travelers Indem. Co.; The Charter Oak Fire Ins. Co.</i>, No. 4:20-cv-1478 (S.D. Tex., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Salum Restaurant Ltd. v. The Travelers Indem. Co.</i>, No. 3:20-cv-1034 (N.D. Tex., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Risinger Holdings LLC et al. v. Sentinel Ins. Co. Ltd.; The Hartford Fin. Servs. Grp. Inc.</i>, No 1:20-cv-176 (E.D. Tex., file Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Vandelay Hosp. Grp. LP v. The Cincinnati Ins. Co.; Baron Cass</i>, No. DC-20-05999-C (Dallas Cnty. Dist. Ct., filed Apr. 23, 2020) (Insurance declaratory judgment action).</p>		
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			<p><i>LDWB #2 LLC v. FCCI Ins. Co.</i>, No. 1:20-cv-425 (W.D. Tex., file Apr. 22, 2020) (Insurance declaratory judgment action).</p> <p><i>LD Lift Ins. v. Northfield Ins. Co.</i>, No. 2020CI07561 (Bexar Cnty. Dist. Ct., filed Apr. 22, 2020) (Insurance breach of contract action).</p> <p><i>Barbara Slusher v. Mid-Century Ins. Co.</i>, No. 2020CI07462 (Bexar Cnty. Dist. Ct., filed Apr. 21, 2020) (Insurance breach of contract action).</p> <p><i>Ybarra Investments Inc. v. Scottsdale Ins. Co.; Terry Allen Slater; Harris Cnty, Tex.</i>, No. 2020-25079 (Harris Cnty. Dist. Ct., filed Apr. 21, 2020) (Insurance breach of contract action).</p> <p><i>Home Run House, LLC v. The Cincinnati Indem. Co.</i>, No. D-1-GN-20-002211 (Travis Cnty. Dist. Ct., filed Apr. 21, 2020) (Insurance breach of contract and insurance code action).</p> <p><i>Christie Jo Berkseth-Rojas DDS et al. v. Aspen Am. Ins. Co.</i>, No. 3:20-cv-948 (N.D. Tex., filed Apr. 17, 2020) (Insurance breach of contract class action).</p> <p><i>Talanco Enterprises Inc. v. Western Surplus Lines Inc. Co.</i>, No. 2020CI07080 (Bexar Cnty. Dist. Ct., filed Apr. 14, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Outlaws Gents Grooming LLC et al. v. State Farm Lloyd’s</i>, No. 2020CI06851 (Bexar Cnty. Dist. Ct., filed Apr. 8, 2020) (Insurance breach of contract action).</p> <p><i>Scgm Inc. v. Certain Underwriters at Lloyd’s</i>, No. 4:20-cv-1199 (S.D. Tex., filed Apr. 3, 2020) (Insurance breach of contract action).</p> <p><i>Dean Boutros MD PA v. Sentinel Ins. Co. Ltd.</i>, No. 2020-20934 (Harris Cnty. Dist. Ct., filed Apr. 2, 2020) (Insurance declaratory judgment action).</p> <p><i>Barbara Lane Snowden dba Hair Goals Club v. Twin City Fire Ins. Co.</i>, No. 2020-19538 (Harris Cnty. Dist. Ct., filed Mar. 26, 2020).</p>		
Utah		<p>On March 23, 2020 The Utah Insurance Department issued <a href="#">Bulletin 2020-2</a> urging “insurers to promptly process and pay claims related to earthquake or COVID-19—particularly claims for business interruption losses.”</p>			
Vermont		<p>The Vermont Department of Financial Regulation issued a <a href="#">guidance document</a> addressing business interruption coverage in the context of the COVID-19 pandemic. It explains that typically, such policies “cover[] direct physical loss to covered property” and therefore, “if there is no damage to the building or business personal property, there would be no coverage for loss of income in most business policies.”</p>			

<p>Virginia</p>		<p>On March 24, 2020, the Virginia Bureau of Insurance issued <a href="#">guidance</a> explaining that typically, “[b]usiness interruption policies . . . exclude viruses and bacteria and/or communicable disease” from the covered perils.</p>	<p><i>Rush Hour Live Escape Games LLC v. Mesa Underwriters Specialty Ins. Co.</i>, No. 3:20-cv-323 (E.D. Va., filed May 6, 2020) (Insurance declaratory judgment action).</p> <p><i>L and L Logistics &amp; Warehousing Inc v. Evanston Ins. Co; Markel Corp.</i>, No. 3:20-cv-324 (E.D. Va., filed May 6, 2020) (Insurance declaratory judgment action).</p>		
<p>Washington</p>		<p>Washington’s Office of the Insurance Commissioner provides answers to a series of questions relating to business interruption coverage for COVID-19 related claims on its <a href="#">website</a>.</p>	<p><i>Hirbod H. Rowshan DDS, P.S., et al. v. Ohio Security Ins. Co.</i>, No. 2:20-cv-730 (W.D. Wash., filed May 14, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Karla Ayleen DDS PLLC, et al. v. Aspen Am. Ins. Co.</i>, No. 2:20-cv-717 (W.D. Wash., filed May 13, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Glow Medispa LLC, et al. v. Sentinel Ins. Co. Ltd.</i>, No. 2:20-cv-712 (W.D. Wash., filed May 12, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Carlos O Caballero DDS, et al. v. Mass. Bay Ins. Co.</i>, No. 3:20-cv-5437 (W.D. Wash., filed May 8, 2020) (Insurance breach of contract class action). <b>(NEW)</b></p> <p><i>Nue LLC et al v. Oregon Mut. Ins. Co.</i>, No. 2:20-cv-676 (W.D. Wash., filed May 5, 2020) (Insurance breach of contract action).</p> <p><i>Andrew Lee DDS et al v. Sentinel Ins. Co. Ltd.</i>, No. 3:20-cv-5422 (W.D.</p>		

			<p>Wash., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Lina Kim, DDS, et al. v. Sentinel Ins. Co.</i>, No. 2:20-cv-657 (W.D. Wash., filed Apr. 30, 2020) (Insurance breach of contract class action).</p> <p><i>Mark Germack, DDC et al. v. Dentists Ins. Co.</i>, No. 2:20-cv-661 (W.D. Wash., filed Apr. 30, 2020) (Insurance breach of contract class action).</p> <p><i>Arnell M. Prato, DDS, et al. v. Sentinel Ins. Co. Ltd.</i>, No. 3:20-cv-5402 (W.D. Wash., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Seattle Gymnastics Academy Inc. v. Sentinel Ins. Co. Ltd.</i>, No. 20-2-08280-5 (King Cnty. Sup. Ct., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>Mario D. Chorak, DMD, et al. v. Hartford Cas. Ins. Co.</i>, No. 2:20-cv-627 (W.D. Wash., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Jeffrey E. Kashner, DDS, et al. v. Travelers Cas. Ins. Co. of Am.</i>, No. 2:20-cv-625 (W.D. Wash., filed Apr. 24, 2020) (Insurance breach of contract class action).</p> <p><i>Khuzi Hsue, DDS, et al. v. Travelers Cas. Ins. Co. of Am.</i>, No. 2:20-cv-622 (W.D. Wash., filed Apr. 24, 2020) (Insurance breach of contract class action).</p>		
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			<p><i>Pacific Endodontics, P.S., et al. v. Ohio Cas. Ins. Co.</i>, No. 2:20-cv-620 (W.D. Wash., filed Apr. 23, 2020) (Insurance breach of contract class action).</p> <p><i>Stan’s Bar-B-Q LLC et al v. The Charter Oak Fire Ins. Co.</i>, No. 2:20-cv-613 (W.D. Wash., filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>Wade K. Marler, DDS, et al. v. Aspen Am. Ins. Co.</i>, No. 2:20-cv-616 (W.D. Wash., filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>Ryan M. Fox, DDX v. Travelers Cas. Ins. Co. of Am.</i>, No. 2:20-cv-598 (W.D. Wash., filed Apr. 21, 2020) (Insurance breach of contract class action).</p> <p><i>Jennifer B. Nguyen et al. v. Travelers Casualty Insurance Company of America</i>, No. 2:20-cv-597 (W.D. Wash., filed Apr. 21, 2020) (Insurance breach of contract class action).</p> <p><i>Ronald A. Mikkelson, DDC, et al. v. Aspen Am. Ins. Co.</i>, No. 3:20-cv-5378 (W.D. Wash., filed Apr. 20, 2020) (Insurance breach of contract class action).</p> <p><i>Suneet S. Bath DMD PS v. Travelers Cas. Ins. Co. of Am.</i>, No. 20-2-01421-34 (Thurston Cnty. Sup. Ct., filed Apr. 17, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Noskenda Inc. v. Valley Forge Ins. Co.</i>, No. 20-2-07919-7 (King Cnty. Sup. Ct, filed Apr. 17, 2020) (Insurance breach of contract action).</p> <p><i>Hill &amp; Stout PLLC v. Mut. Of Enumclaw Inc. Co.</i>, No. 20-2-07925-1 (King Cnty. Sup. Ct., filed Apr. 17, 2020) (Insurance breach of contract action).</p>		
West Virginia		<p>On March 26, 2020 the West Virginia Insurance Commissioner issued <a href="#">Bulletin No. 20 – 08</a>, which explains that “[b]usiness interruption policies were generally not designed or priced to provide coverage against communicable diseases, such as COVID-19, and therefore usually include exclusions for that risk.”</p>			
Wisconsin		<p>Wisconsin’s Office of the Commissioner of Insurance released <a href="#">“A Brief Guide to Business Interruption Coverage.”</a> It encourages business owners to review their policies for explicit exclusions for viral infections and to file a claim if they are unsure about whether they have coverage. If businesses believe they have been wrongfully denied coverage, they are encouraged to review the OCI’s complaint procedures.</p>	<p><i>Paradigm Care &amp; Enrichment Center LLC, et al. v. West Bend Mut. Ins. Co.</i>, No. 2:20-cv-720 (E.D. Wis., No. 2:20-cv-720) (Insurance breach of contract and bad faith class action). <b>(NEW)</b></p> <p><i>Badger Crossing Inc v. Society Ins. Ins.</i>, No. 2020CV000957 (Dane Cnty. Cir. Ct., filed Apr. 28, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Bilrite Furniture v. Liberty Mutual Insurance Company</i>, No.2:20-cv-00656 (E.D. Wis., filed Apr. 24, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Rising Dough Inc. et al. v. Society Ins.</i>, No. 2:20-cv-623 (E.D. Wis., filed Apr.</p>		



			<p>17, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Collectivo Coffee Roasters Inc. et al. v. Society Ins.</i>, No. 2020CV002597 (Milwaukee Cnty. Cir. Ct., file Apr. 16, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>PTG Live Events LLC et al. v. The Cincinnati Ins. Co.</i>, No. 2020CV002596 (Milwaukee Cnty. Cir. Ct., filed Apr. 15, 2020) (Insurance breach of contract and bad faith class action).</p>		
Wyoming					

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