

Missouri Jury Rules That Insurer Did Not Breach Contract By Denying Coverage For COVID-19 Claims

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For more information, please visit the [Insurance Law Alert Resource Center](#).

Our [October 2021 Alert](#) reported on a Missouri federal court decision that granted in part and denied in part an insurer's summary judgment motion in a suit seeking coverage for COVID-19-related business losses. *K.C. Hopps, Ltd. v. Cincinnati Ins. Co.*, 2021 WL 4302834 (W.D. Mo. Sept. 21, 2021). The court dismissed the policyholder's civil authority claims, but allowed the business income claims to proceed to trial, finding that there were issues of fact as to the existence of "direct physical damage" to insured property based on potential contamination of COVID-19. Last month, a jury found in the insurer's favor in this case, finding that it did not breach the policy by refusing to cover business losses incurred by the policyholder in the wake of government shutdown orders. *K.C. Hopps, Ltd. v. Cincinnati Ins. Co.*, No. 20-437 (W.D. Mo. Oct. 28, 2021).

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