



Cases Dismissing COVID-19 Business Interruption Claims

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In the following cases, current through August 23, 2021, courts have dismissed COVID-19 business interruption claims brought by policyholders against insurers:

1. **1 S.A.N.T., Inc. v. Berkshire Hathaway, Inc., et al.**, Case No. 20-CV-862, 2021 WL 147139 (W.D. Pa.) (Jan. 15, 2021) (In granting motion to dismiss, court found that the virus did not “physically impact the covered property,” and, even if the virus were “so ubiquitous as to be considered present at the insured property, it still does not fall within the policy definition for a covered loss.”)
2. **4431 Inc. v. Cincinnati Ins. Co.**, Case No. 5:20-CV-04396, 2020 WL 7075318 (E.D. Pa.) (Dec. 3, 2020) (Dismissing case without leave to replead, given that business loss suffered from impact of COVID-19 in the community is not a direct physical loss as a matter of law.)
3. **7th Inning Stretch v. Arch Ins. Co.**, Case No. 20-8161(D. N.J.) (March 26, 2021) (Granting Motion for Judgment on the Pleadings, and finding that plaintiff’s statements that it was “statistically certain” that the virus was present on its property are insufficient to establish a direct physical loss of property as the reason for suspended operations.)
4. **7th Inning Stretch, LLC, et al. v. Arch Ins. Co., et al.**, Case No. 20-8161 (D. N.J.) (Jan. 19, 2021) (Granting motion to dismiss because cessation of the minor league baseball season was caused by government orders and resultant actions, not physical loss or damage to the policyholders’ property.)
5. **10E LLC v. Travelers Indem. Co. of Connecticut**, Case No. 2:20-CV-04418, 2020 WL 5359653 (C.D. Cal.) (Sept. 2, 2020) (Granting Motion to Dismiss First Amended Complaint and finding that “an insured cannot recover by attempting to artfully plead impairment to economically valuable use of property as physical loss or damage to property”); 2020 WL 6749361 (C.D. Cal.) (Nov. 13, 2020) (Granting Motion to Dismiss Plaintiff’s Second Amended Complaint *with prejudice* because it did not point to any allegations of direct physical loss of or damage to property at the insured premises.)



6. **10012 Holdings, Inc. d/b/a Guy Hepner v. Sentinel Ins. Co., Ltd.**, Case No. 20 Civ. 4471 (LGS), 2020 WL 7360252 (S.D.N.Y.) (Dec. 15, 2020) (No civil authority coverage where there are no allegations that the virus at neighboring properties was the cause of direct physical damage or was the cause of the policyholder's suspended operations.)
7. **1210 McGavock Street Hospitality Partners, LLC d/b/a Adele's Restaurant v. Admiral Ins. Co.**, Case No. 3:20-CV-694, 2020 WL 7641184 (M.D. Tenn.) (Dec. 23, 2020) (Finding no Civil Authority coverage because the virus did not cause direct physical damage at any neighboring property, and because the orders were issued to stop the spread of virus, not in response to any dangerous physical conditions.)
8. **ABT Performing Arts Assoc. v. Cincinnati Ins. Co.**, Case No. CV 2020-010495 (Maricopa County, AZ) (March 22, 2021) (Under Advisement Ruling to dismiss case, finding that the policy unambiguously requires direct physical loss or direct physical damage to property, which is not satisfied by allegations that virus was present at property.)
9. **Adrian Moody, et al. v. The Hartford Fin. Grp., Inc., et al.**, Case No. 20-CV-2856, 2021 WL 135897 (E.D. Pa.) (Jan. 14, 2021) (Finding that the government orders "were issued to address the ongoing health crisis and the reality of people spreading COVID-19 to other people, not as a result of some 'direct physical loss.'")
10. **AFM Mattress Co. v. Motorists Comm. Mutual Ins. Co.**, Case No. 20-CV-3556 (N.D. Ill.) (April 15, 2021) (Regulatory estoppel does not apply to erase virus exclusion where policy is unambiguous, and where 2006 ISO statements are consistent with current virus denial.)
11. **AFM Mattress v. Motorists Commercial Mutual**, Case No. 20-CV-3556, 2020 WL 6940984 (N.D. Ill.) (Nov. 25, 2020) (Virus exclusion was clear and unambiguous, thereby defeating claim on Motion to Dismiss.)
12. **American Food Systems, Inc. v. Fireman's Fund Ins. Co.**, --- F. Supp. 3d ---, 2021 WL 1131640 (D. Mass.) (Mar. 24, 2021) (Granting motion to dismiss, finding that phrase "direct physical loss of or damage to" "require[s] some enduring impact to the actual integrity of the property at issue" a standard which plaintiff could not satisfy.)
13. **Ascent Hospitality Mgmt Co. v. Employers Ins. Co.**, Case No. 2:20-CV-770 (N.D. Ala.) (May 5, 2021) ("Like dust and debris, this court concludes that a viral contaminant can be purged with cleaning and disinfecting and does not create the type of actual loss or damage contemplated by the policy's definition of 'period of liability.'")
14. **Associates in Periodontics, PLC v. The Cincinnati Ins. Co.**, 20-CV-171 (D. Vermont) (May 17, 2021) (Because virus disappears naturally "while ultimately leaving the property and its environment unscathed," it does not constitute a direct loss of property.)



15. **ATCM Optical, Inc., et al. v. Twin City Fire Ins. Co.**, 20-CV-04238, 2021 WL 131282 (E.D. Pa.) (Jan. 14, 2021) (Finding no Business Income or Civil Authority Coverage because the virus did not cause physical loss of or damage to property, and the insured was permitted to remain open for limited purposes.)
16. **BA LAX, LLC v. Hartford Fire Ins. Co.**, Case No. 20-CV-06344 (C.D. Cal.) (Jan. 12, 2021) (Summary judgment granted for insurer, finding no evidence to demonstrate “distinct, demonstrable, physical alteration, or permanent dispossession of property at Plaintiffs’ premises, at contiguous locations, or in the immediate area” and no need for discovery of insurance policy or interpretation issues.)
17. **Ballas Nails & Spa, LLC v. Travelers Cas. Ins. Co. of Am.**, Case No. 20-CV-1155, 2021 WL 37984 (E.D. Mo.) (Jan. 5, 2021) (The insured’s “contention that its losses were caused by the government closure orders themselves – without any claim that its property was physically affected – is not enough to show “direct physical loss.”)
18. **The Bend Hotel Dev. Co., LLC v. The Cincinnati Ins. Co.**, Case No. 20-CV-4636, 2021 WL 271294 (N.D. Ill.) (Jan. 27, 2021) (Dismissing suit and noting “every court in this district . . . has concluded that the virus does not cause direct physical loss or damage to property.”)
19. **BBMS, LLC d/b/a All A’Bloom v. Continental Cas. Co.**, Case No. 20-0353-CV-W-BP, 2020 WL 7260035 (W.D. Mo.) (Nov. 30, 2020) (“The weight of authority demonstrates that stay at home orders and the existence of COVID-19, alone, does not qualify as a ‘direct physical loss of or damage to’ property.”)
20. **Berkseth-Rojas v. Aspen American Ins. Co.**, Case No. 3:20-CV-0948-D (N.D. Texas) (July 13, 2021) (Doctor’s allegations of virus particles infecting employees, and “repairing” property by installing plexiglass did “not plausibly plead that COVID-19 caused direct physical damage or loss to her insured property.”)
21. **Bluegrass Oral Health Center, PLLC v. The Cincinnati Ins. Co.**, Case No. 20-CV-00120 (W.D. Ky.) (Mar. 18, 2021) (finding that “direct physical loss” means “destruction or ruin produced by the forces or operations of physics,” not “loss of use.”)
22. **Bluegrass, LLC v. State Automobile Mut. Ins. Co.**, Case No. 20-CV-00414, 2021 WL 42050 (S.D. W. Va.) (Jan. 5, 2021) (“I am unable to find that a regulatory shutdown order is a ‘physical loss or damage’ as contemplated by the plain language of the parties’ contract.”)
23. **Border Chicken AZ, LLC v. Nationwide Mut. Ins. Co.**, Case No. 20-CV-00785, 2020 WL 6827742 (D. Ariz.) (Nov. 20, 2020) (Granting motion to dismiss based on virus exclusion, and rejecting regulatory estoppel arguments.)
24. **Boulevard Carroll v. Fireman’s Fund Ins. Co.**, Case No. 20-11771, 2020 WL 7338081 (D. N.J.) (Dec. 14, 2020) (Government orders that forced policyholder to close business are not facts showing that property was physically damaged.)



25. **Boxed Foods Company v. Cal. Capital Ins. Co.**, Case No. 20-CV-04571, 2020 WL 6271021 (N.D. Cal.) (Oct. 26, 2020) (“[W]hile the Court sympathizes with Plaintiffs’ circumstances, the Court cannot ignore that the insurance policy excludes coverage for losses caused by viruses, like COVID-19.”)
26. **Bourgier v. Hartford Cas. Ins. Co.**, 2021 WL 3603601 (S.D. Fla.) (Aug. 12, 2021) (Granting motion to dismiss, finding that plaintiff’s loss of use and physical contamination theories failed to plausibly allege a direct physical loss.)
27. **Bradley Hotel Corp. v. Aspen Specialty Ins. Co.**, Case No. 20-CV-4249, 2020 WL 7889047 (N.D. Ill.) (Dec. 22, 2020) (Dismissing claims for civil authority coverage given that closures impacted businesses across the entire state, and were not caused by any direct physical loss of or damage to the properties.)
28. **Brian Handel D.M.D., P.C. v. Allstate Ins. Co.**, Case No. 20-CV-3198, 2020 WL 6545893 (E.D. Pa.) (Nov. 6, 2020) (“[P]laintiff’s property remained inhabitable and usable, albeit in limited ways” and, thus, “[p]laintiff has failed to plead plausible facts that COVID-19 caused damage or loss in any physical way to the property so as to trigger coverage[.]”)
29. **Bridal Expressions LLC v. Owners Ins. Co.**, Case No. 20-CV-00833-SO (N.D. Ohio) (Mar. 23, 2021) (In dismissing complaint, court noted “the weight of the case law, which the court finds well-reasoned and persuasive suggests that the dictionary definitions of the words “physical”, “loss” and “damage,” when read in the context of the Policy as a whole, confirms the court’s conclusion that tangible harm is necessary to trigger coverage under the Policy.”)
30. **Brunswick Panini’s, LLC v. Zurich Am. Ins. Co.**, Case No. 20-CV-1895, 2021 WL 663675 (N.D. Ohio) (Feb. 19, 2021) (COVID-19 shut down is not a “physical deprivation or dispossession” of property that qualifies as a direct physical loss.)
31. **B Street Grill & Bar LLC, et al. v. Cincinnati Ins. Co.**, Case No. 20-CV-01326, 2021 WL 857361 (D. Ariz.) (Mar. 5, 2021) (In granting insurer’s motion to dismiss with prejudice, the court found that “the mere fact that Plaintiffs needed to clean surfaces that could host the virus does not constitute actual physical damage entitling them to coverage under the policy.”)
32. **Buffalo Xerographix, Inc. v. Sentinel Ins. Co.**, --- F. Supp. 3d ---, 2021 WL 2471315 (W.D.N.Y.) (June 16, 2021) (Granting motion for judgment on the pleadings, finding that the mere presence of the coronavirus does not physically alter property in a permanent manner.)
33. **Cafe International Holding Co. LLC v. Westchester Surplus Lines Ins. Co.**, 20-21641-CIV (S.D. Fla.) (May 4, 2021) (Allegations that it was “highly likely” that virus had



contaminated surfaces were conclusory in nature and could not be retroactively substantiated through expert testimony.)

34. **Café Plaza de Mesilla Inc. v. Cont'l Cas. Co.**, Case No. 20-CV-354, 2021 WL 601880 (D. N.M.) (Feb. 16, 2021) (“Consistent with other courts evaluating the effects of coronavirus on damage to property in the insurance context, the Court finds that the phrase ‘direct physical loss’ unambiguously requires something more tangible than what Plaintiff has set forth in its Complaint.”)
35. **Cali Fresh, LLC v. Twin City Fire Ins. Co.**, 2021 WL 3620074 (M.D. N.C.) (Aug. 16, 2021) (Granting motion to dismiss, finding that virus exclusion was unambiguous and precluded coverage for plaintiff’s losses.)
36. **Caribe Restaurant & Nightclub v. Topa Ins. Co.**, Case No. 2:20-CV-03570-ODW (C.D. Cal.) (April 9, 2021) (COVID-19 economic repercussions do not constitute a demonstrable, physical alteration of property necessary to trigger business income coverage.)
37. **Carrot Love, LLC v. Aspen Specialty Ins. Co.**, Case No. 20-CV-23586, 2021 WL 124416 (S.D. Fla.) (Jan. 13, 2021) (“Plaintiff here simply does not provide the Court with adequate reason to depart from the nearly unanimous view that COVID-19 does not cause direct physical loss or damage to a property sufficient to trigger coverage under the policy at issue here.”)
38. **Catlin Dental v. The Cincinnati Indem. Co.**, Case No. 20-CA-004555 (Lee County, Fla.) (Dec. 11, 2020) (Airborne particles and the mere presence of a virus in the community, or even in the insured premises, do not constitute direct physical loss to the property.)
39. **Causeway Automotive, LLC, et al. v. Zurich Am. Ins. Co.**, Case No. 20-CV-8393, 2021 WL 486917 (D. N.J.) (Feb. 10, 2021) (The government orders and the virus they addressed were so “inextricably connected” as to constitute a common cause which was excluded by virus exclusion.)
40. **Ceres Enterprises, LLC v. Travelers Ins. Co.**, Case No. 20-CV-1925, 2021 WL 634982 (N.D. Ohio) (Feb. 18, 2021) (“The policy language [direct physical loss of or damage to property] excludes financial or monetary losses resulting from the novel coronavirus, SARS-CoV-2, which occasioned this dispute for the simple reason that the virus did not work any perceptible harm to the properties at issue, even if the virus may be found on surfaces there.”)
41. **Chattanooga Professional Baseball LLC, et al. v. National Casualty Co., et al.**, Case No. 20-CV-01312-PHX-DLR, 2020 WL 6699480 (D. Ariz.) (Nov. 13, 2020) (Granting Motion to Dismiss, holding that “Plaintiffs’ attempt to create a question of fact by arguing it is unclear whether their losses were caused by the government’s orders in response to the virus or the virus itself is unavailing.”)



42. ***Chester County Sports Arena v. Cincinnati Ins. Co.***, Cases No. 20-2121, 20-2036, 20-2398, 20-2614, (E.D. Pa.) (March 20, 2021) (Dismissing four separate cases finding that government order responding to a virus does not fit the physicality requirement of “direct physical loss” of property when there is no physical alteration to a physical structure.)
43. ***Christie Jo Berkseth-Rojas DDS v. Aspen American Ins. Co.***, Case No. 3:20-CV-00948-D (N.D. Tex.) (Jan. 12, 2021) (Loss of functionality of dentist’s office and need to install sneeze-guards did not constitute either a direct physical loss or a “repair” necessary to trigger business interruption, civil authority or sue and labor coverage.)
44. ***Circle Block Partners, LLC v. Fireman’s Fund Ins. Co.***, 2021 WL 3187521 (S.D. Ind.) (July 27, 2021) (Granting motion to dismiss and finding that no reasonably intelligent policyholder would believe that “a policy requiring direct physical loss or damage to property would provide coverage where there is no physical damage to the insured property but only a loss or reduction of the property’s usefulness of function for normal purposes.”)
45. ***Circus Circus v. AIG Specialty Ins. Co.***, Case No. 2:20-CV-01240-JAD-NJK (D. Nev.) (Feb. 26, 2021) (Finding that policyholder’s references to employees becoming ill, or objects and surfaces that could have been contaminated, does not constitute a physical alteration of property necessary to constitute a direct physical loss.)
46. ***Clear Hearing Solutions, LLC v. Continental Cas. Co.***, Case No. 20-3454, 2021 WL 131283 (E.D. Pa.) (Jan. 14, 2021) (“Actual or imminent contamination of a property by the Coronavirus does not meet the requirements for direct physical loss or damage to property . . . because surfaces could be disinfected and contamination would not render properties useless or uninhabitable.”)
47. ***Crescent Plaza Hotel Owner L.P. v. Zurich Am. Ins. Co.***, Case No. 20-CV-3463, 2021 WL 633356 (N.D. Ill.) (Feb. 18, 2021) (Finding no “direct physical loss” to property, and stating “the coronavirus does not physically alter the appearance, shape, color structure, or other material dimension of the property.”)
48. ***DAB Dental dba Sunshine Dentistry v. Main Street America Protection Ins. Co.***, Case No. 20-CA-5504, 2020 WL 6546081 (Hillsborough County, Fla.) (Nov. 10, 2020) (In granting Motion to Dismiss Civil Authority claim, court noted “the only reasonable interpretation (is) that the mere presence of COVID-19 on business premises does not constitute a direct physical loss of or damage to property.”)
49. ***Dakota Girls LLC v. Philadelphia Indemnity Ins. Co.***, Case No. 2020-CV-2035, 2021 WL 858489 (N.D. Ohio) (Mar. 8, 2021) (“Plaintiffs have not alleged any facts that, if proven to be true, would establish that their property was destroyed, ruined, or otherwise materially or perceptibly altered. Rather, the allegations make clear that, at all times, Plaintiffs remained in possession of the insured premises and those premises remained in their ordinary condition; it was only that the ways in which they could operate on those premises was limited.”)



50. ***Demoura v. Continental Casualty Co.***, Case No. 20-CV-2912 (E.D.N.Y.) (Mar. 5, 2021) (Dismissing case and holding “it is clear that ‘direct physical loss or damage to property’ requires actual, tangible harm to the property.”)
51. ***Denzine Six v. Fitchburg Mutual Ins. Co.***, Case No. 3:20-CV-07964 (D. N.J.) (March 25, 2021) (Finding that the virus exclusion applies to deny coverage to Denzine under the policy.)
52. ***Dharamsi d/b/a Pyramid Cleaners v. Nationwide Mutual Ins. Co.***, Case No. 2:20-CV-2980, 2021 WL 1979085 (S.D Ohio) (May 18, 2021) (Where court found no conflict between Ohio law and Texas law and concluded that where the thrust of the complaint is loss because of the stay-at-home orders, this does not constitute a material or perceptible harm to covered property as necessary to constitute a “direct physical loss.”)
53. ***Diesel Barbershop, LLC, et al. v. State Farm Lloyds***, Case No. 5:20-CV-461-DAE, 2020 WL 4724305 (W.D. Tex.) (Aug. 13, 2020) (No coverage for insured’s loss of use of barbershop due to governmental COVID-19 orders because the plaintiffs “fail to plead a direct physical loss.”)
54. ***Dime Fitness v. Markel Ins. Co.***, Case No. 20-CA-5467, 2020 WL 6691467 (Hillsborough County, Fla.) (Nov. 10, 2020) (Granting motion to dismiss civil authority claim because “the Executive Order was issued to address public health concerns surrounding COVID-19, not to address any property damage.”)
55. ***Dino Drop, Inc. v. Cincinnati Ins. Co.***, 2021 WL 2529817, at *5-6 (E.D. Mich.) (June 21, 2021) (Court found that lack of virus exclusion was irrelevant to coverage given policyholder’s inability to establish a direct alteration to any property that caused suspension of operations.)
56. ***Dotexamdr, PLLC v. Hartford Underwriters Ins. Co.***, 2021 WL 3409279 (D. Conn.) (Aug. 4, 2021) (Granting motion to dismiss, finding that virus exclusion precluded coverage for insured’s losses and was not ambiguous for failure to include the term “pandemic.”)
57. ***Drama Camp Productions, Inc. v. Mt. Hawley Ins. Co.***, Case No. 1:20-CV-266-JB-MU, 2020 WL 8018579 (S.D. Ala.) (Dec. 30, 2020) (Putative class action dismissed with prejudice given that government order causing temporary loss of use of premises did not disposes policyholder of its property, nor did it tangibly alter the property.”)
58. ***Dye Salon, LLC v. Chubb Indem. Ins. Co.***, Case No. 20-cv-11801, 2021 WL 493288 (E.D. Mich.) (Feb. 10, 2021) (Dismissing claim based on unambiguous virus exclusion.)
59. ***DZ Jewelry, LLC v. Certain Underwriters at Lloyds London***, 2021 WL 1232778 (S.D. Tex.) (Mar. 12, 2021) (Dismissing complaint and finding that COVID-19 does not cause physical damage to property, but rather causes people to get sick.)



60. **Edward A. Scherder v. Aspen Am. Ins. Co.**, 2021 WL 3550368 (M.D. Fla.) (Aug. 11, 2021) (Granting motion to dismiss, finding that government order “addressed the threat of infection which—while certainly due to a tangible virus—did not and cannot cause direct physical damage to non-living things.”)
61. **Elite Dental Specialists v. State Farm Cas. Co.**, Case No. 2020-CH-05946 (Cook Cty., Ill.) (Aug. 4, 2021) (Granting motion to dismiss and finding that there is no “direct physical loss” if allegations of alleged losses are intangible, incorporeal and lacking a demonstrable physical alteration of the property.)
62. **El Novillo Restaurant v. Certain Underwriters at Lloyd’s, London**, Case No. 1:20-CV-21525-UU, 2020 WL 7251362 (S.D. Fl.) (Dec. 7, 2020) (Granting Motion Dismiss based on Plaintiffs’ deficient pleading and relying on the definition of “period of restoration” to support its finding that damage must be repaired or replaced.)
63. **Emerald Coast Restaurants v. Aspen Specialty Ins. Co.**, Case No. 3:20-CV-5895, 2020 WL 7889061 (N.D. Fla.) (December 18, 2020) (“A growing number of state and federal courts in Florida and around the country have considered this issue and have almost uniformly held that economic losses resulting from state and local government orders closing businesses to slow the spread of COVID-19 are not covered . . . because such losses were not caused by direct physical loss of or damage to the insured property.”)
64. **Eye Specialists of Delaware v. Harleysville Worchester Ins. Co.**, Case No. 20-CV-6386 (Ohio Com. Pl.) (Feb. 1, 2021) (Finding “losses resulting from COVID-19, a virus, are not covered because they are excluded by the virus exclusion.”)
65. **FAFB (d/b/a Salted Lime Bar & Kitchen) v. Blackboard Ins. Co.**, Case No. MER-L-000892-20 (Mercer Cty., N.J. Super. Ct.) (Oct. 30, 2020) (After hearing argument on lack of coverage for mere loss of use of property, and application of virus exclusion, court granted Motion to Dismiss with prejudice.)
66. **Family Tacos, LLC v. Auto Owners Ins. Co.**, Case No. 20-CV-01922, 2021 WL 615307 (N.D. Ohio) (Feb. 17, 2021) (The ordinary meaning of “physical loss of property means material, perceptible destruction or deprivation of possession” which did not occur in COVID-19 claim when policyholder still possesses the property, in the same state as before the pandemic.)
67. **Firenze Ventures LLC v. Twin City Fire Ins. Co.**, 20-CV-4226, 2021 WL 1208991 (N.D. Ill.) (March 31, 2021) (Granting Motion to Dismiss pursuant to the Virus Exclusion and finding no direct physical loss or direct physical damage.)
68. **First & Stewart Hotel Owner, LLC v. Fireman’s Fund Ins. Co.**, 2021 WL 3109724 (W.D. Wash.) (July 22, 2021) (Granting motion to dismiss, finding that alteration of air within insured premises cannot constitute physical loss or damage.)



69. **Founder Institute Inc. v. Hartford Fire Ins. Co.**, Case No. 20-CV-04466-VC, 2020 WL 6268539 (N.D. Cal.) (Oct. 22, 2020) (Rejecting argument that respiratory droplets causing loss are outside the reach of policy's virus exclusion)
70. **Frank Van's Auto Tag, LLC v. Selective Ins. Co. of the Southeast**, Case No. 20-CV-2740, 2021 WL 289547 (E.D. Pa.) (Jan. 28, 2021) (Civil authority coverage did not apply because "the orders enforced the stated need for social distancing" and "were not issued because of physical damage or loss sustained to a nearby property.")
71. **Franklin EWC, Inc. v. The Hartford Fin. Servs. Grp, Inc.**, Case No. 20-CV-04434, 2020 WL 5642483 (N.D. Cal.) (Sept. 22, 2020) ("Thus, as the loss was caused directly or indirectly by the virus, the Virus Exclusion applies under its plain and unambiguous language."); 2020 WL 7342687 (N.D. Cal.) (Dec. 14, 2020) ("The Virus Exclusion's plain and unambiguous language excludes coverage for losses caused directly or indirectly by a virus.")
72. **Fran Napleton Lincoln, Inc. v. Motorists Commercial Mutual**, 20 L 6767 (Cir. Ct., Cook County, IL) (May 10, 2021) (In dismissing case with prejudice, court found "Covid-19 impacts human health and behavior but not physical structure.")
73. **FS Food Group LLC v. The Cincinnati Ins. Co.**, No. 20-CV-00588 (W.D. N.C.) (Mar. 18, 2021) (finding that "direct physical loss" contemplates actual physical damage or loss to property and that COVID-19 harms people and not property.)
74. **Gavrilides Mgmt. Co. v. Michigan Ins. Co.**, Case No. 20-258 CB (Ingram Cty., Mich.) (Jul. 1, 2020) ("The complaint here does not allege any physical loss of or damage to the property. The complaint alleges a loss of business due to executive orders shutting down the restaurants for dining in the restaurant due to the COVID-19 threat.")
75. **Georgetown Dental v. Cincinnati Ins. Co.**, Case No. 1:21-CV-00383 (S.D. Ind.) (May 17, 2021) (Granting motion to dismiss and finding that "direct physical loss" does not encompass loss of use.)
76. **GHF America Corp. v. Continental Cas. Co. Inc.**, Case No. 2020-012782-CA-01 (Fla. Cir. Ct.) (Feb. 4, 2021) (Court dismissed case, finding yogurt shop's loss of use of its property was not a direct physical loss, and that governmental orders did not prohibit access to the property.)
77. **Glenn R. Edwards, Inc. v. Travelers Companies, Inc.**, 2021 WL 3525168 (E.D. Mo.) (Aug. 11, 2021) (Granting motion to dismiss, finding that plaintiff failed to plead a direct physical loss of property where change in circumstances, rather than anything physical to plaintiff's property, caused loss of business income.)
78. **Goodwill Industries of Central Oklahoma, Inc. v. Philadelphia Indem. Ins. Co.**, Case No. 20-CV-511-R, 2020 WL 6561315 (W.D. Okla.) (Nov. 9, 2020) (No direct physical loss



exists where no facts are pled establishing “an actual, or material, deprivation of Plaintiff’s property.”)

79. *Goodwood Brewing, LLC v. United Fire Group*, 2021 WL 2955913 (W.D. Ky.) (July 14, 2021) (Granting summary judgment after finding that economic losses and alleged inability to access properties do not constitute tangible harm and damage to property.)
80. ***Graspa Consulting, Inc. v. United National Ins. Co.***, Case No. 20-23245, 2020 WL 7062449 (S.D. Fla.) (Nov. 17, 2020) (Magistrate report and recommendations to grant Motion to Dismiss after finding that Florida law requires actual harm to trigger coverage for direct physical loss or damage.)
81. ***Green Beginnings, LLC v. West Bend Mut. Ins. Co.***, Case No. 2:20-CV-01661, 2021 WL 2210116 (E.D. Wis.) (May 28, 2021) (Under Illinois law, communicable disease coverage for suspension of operations due to an outbreak “at the insured premises” “clearly require[d] that the plaintiff plead more than just that there was an outbreak in the region generally.”
82. ***Hais, Hais, and Goldberger, P.C. v. Sentinel Ins. Co.***, 2021 WL 2529780 (E.D. Mo.) (June 21, 2021) (Granting motion to dismiss, finding that virus exclusion was unambiguous and precluded coverage for plaintiff’s losses.)
83. ***HealthNOW Medical Ctr., Inc. v. State Farm Gen. Ins. Co.***, Case. No. 20-CV-04340-HSG, 2020 WL 7260055 (N.D. Cal.) (Dec. 10, 2020) (Stay-at-home orders were meant to stop the spread of a virus, and not simply respiratory droplets, thereby dictating that claims are precluded by virus exclusion.)
84. ***Henry’s Louisiana Grill, Inc. v. Allied Ins. Co. of America***, Case No. 1:20-CV-02939, 2020 WL 5938755 (N.D. Ga.) (Oct. 6, 2020) (In granting motion to dismiss, court found that ‘direct physical loss’ requires destruction or dispossession of property, and that government orders cause no physical change to any elements within the premises.)
85. ***Hillcrest Optical Inc. v. Continental Cas. Co.***, Case No. 1:20-CV-00275-JB-N, 2020 WL 6163142 (S.D. Ala.) (Oct. 21, 2020) (“Plaintiff’s loss of usability did not result from an immediate occurrence which tangibly altered its property” and therefore no direct physical loss.)
86. ***Horizon Dive Adventures v. Tokio Marine Ins.***, Case No. 20-CA-000159-P (Monroe Cty., Fla.) (Cir. Ct. Oct. 8, 2020) (In granting motion to dismiss, court held “‘Direct’ and ‘physical’ modify loss and impose the requirement that the damage be actual.” (Emphasis in original))
87. ***Image Dental v. Citizens Ins. Co. of America***, Case No. 20-CV-02759 (N.D. Ill.) (June 11, 2021) (Economic injury from closing business as a result of government orders is not a “direct physical loss” of property under Illinois law or a review of the property coverage form as a whole, and noting “[a] loss of use without a physical loss doesn’t count.”)



88. ***Independence Restaurant Grp. d/b/a Independence Beer Garden v. Certain Underwriters at Lloyd's, London***, Case No. 20-CV-2365, 2021 WL 131339 (E.D. Pa.) (Jan. 14, 2021) (Granting motion to dismiss and finding that “reading the Policy to cover mere loss of use untethered to any physical condition of the property would render . . . other Policy provisions superfluous or nonsensical.”)
89. ***Infinity Exhibits, Inc. v. Certain Underwriters at Lloyd's, London***, Case. No. 8:20-CV-1605-T30AEP, 2020 WL 5791583 (M.D. Fla.) (Sept. 28, 2020) (Motion to dismiss granted where court adopted rulings of “courts across the country” in finding that economic losses from COVID-19 suspensions do not constitute direct physical loss or damage to the subject property or any surrounding property. The Court also concluded that further amendment would be futile.)
90. ***Isaac's Deli v. State Auto Prop. & Cas. Ins. Co.***, Case No. 5:20-CV-06165 (E.D. Pa.) (May 14, 2021) (Government orders regulated use of property such that claim fell within Policy's ordinance or law exclusion; and no coverage under Foodborne Illness provision because civil orders did not result from any alleged infectious disease at insured's premises.)
91. ***Isaac's at Spring Ridge v. MMG Ins. Co.***, Case No. CI-20-03613 (Lancaster Co., Pa.) (Mar. 2, 2021) (Motion to dismiss granted, finding no direct physical loss or damage to policyholder's premises, or to other property within one mile of premises.)
92. ***Island Hotel Props., Inc. v. Fireman's Fund Ins. Co.***, Case No. 20-CV-10056, 2021 WL 117898 (S.D. Fla.) (Jan. 11, 2021) (Allegations that the COVID-19 pandemic *generally* caused county to close businesses have been rejected by courts across the country as failing to satisfy the requirements of direct physical loss or damage.)
93. ***It's Nice Inc., Inc. d/b/a Harold Chicken Shack #83 v. State Farm Fire and Cas. Co.***, Case No. 2020 L 000547 (DuPage Cty., Ill. Cir. Ct.) (Sept. 29, 2020) (Court dismissed suit with prejudice, commenting that “The coronavirus has not physically altered the appearance, shape, color, structure, or other material dimension of the property and, as a result, it doesn't come within the insuring agreement and, as a result, plaintiff has failed to plead a direct physical loss, which is a prerequisite to coverage.”)
94. ***Jonathan Oheb MD, Inc. v. Travelers Cas. Ins. Co.***, Case No. 2:20-CV-08478, 2020 WL 7769880 (C.D. Cal.) (Dec. 30, 2020) (Finding that “A compensable direct physical loss requires some *external force* to have acted upon the insured property to cause a *physical change* in the condition of the property,” which was not plead.)
95. ***Kamakura, LLC v. Greater New York Mut. Ins. Co.***, --- F. Supp. 3d ---, 2021 WL 1171630 (D. Mass.) (Mar. 9, 2021) (Granting motion to dismiss, finding that insureds were not entitled to a reasonable inference in their pleadings that the virus was present at their properties despite its ubiquity in the community and general contagiousness.)



96. ***Karmel Davis & Assocs., Attorney-At-Law, LLC v. The Hartford Fin. Servs. Grp., Inc.***, Case No. 1:20-CV-02181-WMR (N.D. Ga.) (Jan 26, 2021) (“The ‘likely’ presence of COVID-19 cannot be regarded as a physical change, as it does not and can not physically altered the property.”)
97. ***Kevin Barry Fine Art Assocs. v. Sentinel Ins. Co., Ltd.***, Case No. 20-CV-04783, 2021 WL 141180 (N.D. Cal.) (Jan. 13, 2021) (Granting Motion for Judgment on the Pleadings given that no facts were pled indicating that policyholder had ‘misplaced’ its storefront or inventory, and had not suffered a direct physical loss.)
98. ***L&J Mattson’s Co. v. Cincinnati Ins. Co.***, --- F. Supp. 3d ---, 2021 WL 1688153 (N.D. Ill.) (Apr. 29, 2021) (Granting motion to dismiss, finding that “the presence of the virus in the air or on surfaces does not constitute physical damage or physical loss.”)
99. ***Lafayette Bone & Joint Clinic, Inc. v. Transp. Ins. Co.***, 2021 WL 1740466 (W.D. La.) (May 3, 2021) (Finding the requirement of “physical loss” unambiguously requires some physical alteration to property, which is not satisfied by a building’s exposure to the coronavirus.)
100. ***Legacy Sports Barbershop, LLC v. Continental Cas. Co.***, 2021 WL 3645106 (N.D. Ill.) (Aug. 13, 2021) (Granting motion to dismiss, finding that installation of plexiglass and other preventative measures did not constitute direct physical loss or damage.)
101. ***Legal Sea Foods, LLC v. Strathmore Ins. Co.***, --- F. Supp. 3d ---, 2021 WL 858378 (D. Mass.) (Mar. 5, 2021) (Granting motion to dismiss second amended complaint, finding Insured’s allegations of suspected patrons infected with COVID-19 were not sufficient to state plausible claim that suspended operations resulted from the presence of COVID-19.)
102. ***Lehigh Valley Baseball, LP v. Philadelphia Indem. Ins. Co.***, Case No. 00958 (Phila. Cty. Ct. Common Pleas) (June 17, 2021) (Finding that economic losses, such as loss of business income, did not constitute “physical loss” in and of itself; coverage for such economic losses requires that “there must also have been direct physical loss or damage to real or personal property that caused or resulted in the economic loss” which insured had not alleged.)
103. ***LDWB #2 LLC v. FCCI Ins. Co.***, 2021 WL 2744568 (W.D. Tex.) (July 1, 2021) (Recommending granting motion to dismiss, finding that policy unambiguously does not provide coverage for solely economic losses unaccompanied by physical loss or damage.)
104. ***LJ New Haven LLC d/b/a Lenny & Joe’s Fish Tale v. Amguard Ins. Co.***, No. 20-CV-00751, 2020 WL 7495622 (D. Conn.) (Dec. 21, 2020) (“[T]he broad language of the virus exclusion easily encompasses the loss in this case.”)



105. **Long Affair Carpet and Rug, Inc. d/b/a Universal Carpet and La Carpet v. Liberty Mutual Ins. Co., et al.**, Case No. 20-CV-01713-CJC, 2020 WL 6865774 (C.D. Cal.) (Nov. 12, 2020) (Granting Motion to Dismiss because there is no “permanent dispossession” of property and the virus exclusion applies.)
106. **Mac Property Group, LLC v. Selective Fire and Cas. Ins. Co.**, Case No. L-002629-20 (Camden County, N.J. Super. Ct.) (Nov. 5, 2020) (Granting motion to dismiss based on virus exclusion.)
107. **Mace Marine Inc. v. Tokio Marine Specialty Ins. Co.**, Case. No. 20-CA-120-P (Monroe Cty., Fla. Cir. Ct.) (Oct. 8, 2020) (In granting motion to dismiss, court held “Direct’ and ‘physical’ modify loss and impose the requirement that the damage be actual.” (Emphasis in original))
108. **Malaube, LLC v. Greenwich Ins. Co.**, Case No. 20-CV-22615, 2020 WL 5051581 (S.D. Fla.) (Aug. 26, 2020) (Allegations of loss of use for intended purpose arising from COVID-19 governmental restrictions, are not allegations of actual direct physical loss in need of repair or replacement, and should be dismissed.)
109. **Mareik Inc. v. State Farm Fire & Cas. Co.**, Case No. 20-2744 (E.D. Pa.) (May 5, 2021) (Granting motion to dismiss, with prejudice, finding that “direct physical loss” “unambiguously requires some immediate impact on the actual, material premises.”)
110. **Mark’s Engine Co. No. 28 Restaurant, LLC v. The Travelers Indem. Co. of Conn.**, Case No. 2:20-CV-04423-AB-SK, 2020 WL 5938689 (C.D. Cal.) (Oct. 2, 2020) (Granting Motion to Dismiss and finding that a “direct physical loss” requires dispossession of property, and the only people who were arguably “dispossessed” of restaurant property were members of the public and not the policyholder.)
111. **Mashallah, Inc., et al. v. West Bend Mut. Ins. Co.**, Case No. 20-CV-5472, 2021 WL 679227 (N.D. Ill.) (Feb. 22, 2021) (Dismissing case and finding that virus exclusions “are indeed clear and free from any ambiguity.”)
112. **Mauricio Martinez, DMD, P.A. v. Allied Ins. Co.**, Case No. 2:20-CV-00401, 2020 WL 5240218 (M.D. Fla.) (Sept. 2, 2020) (The court noted that “formulaic recitation of the elements of a cause of action will not do” to defeat a Motion to Dismiss, and that the case was dismissed because the cause of the government shut downs was a virus, which is an excluded Cause of Loss.)
113. **Melcorp, Inc. v. West Am. Ins. Co.**, 2021 WL 2853371 (N.D. Ill.) (July 8, 2021) (Granting motion for judgment on the pleadings, finding that business income coverage did not apply where a government closure order prohibited access to an insured premises for reasons unconnected to any change in the physical condition of those premises.)
114. **Mena Catering, Inc. v. Scottsdale Ins. Co.**, Case No. 20-CV-23661, 2021 WL 86777 (S.D. Fla.) (Jan. 11, 2021) (Granting Motion to Dismiss and finding “there is no ‘direct physical



loss' where the alleged harm consists of the mere presence of the virus on the physical structure of the premises.”)

115. **Michael Cetta, Inc. d/b/a Sparks Steak House v. Admiral Indem. Co.**, Case No. 20-CV-4612, 2020 WL 7321405 (S.D.N.Y.) (Dec. 12, 2020) (“Losing the ability to use otherwise unaltered or existing property simply does not change the physical condition or presence of that property and therefore cannot be classified as a form of direct physical loss or damage.”)
116. **Michael J. Redenburg, Esq., P.C. v. Midvale Indem. Co.**, No. 20-CV-5818, 2021 WL 276655 (S.D.N.Y.) (Jan. 27, 2021) (Dismissing COVID-19 business income claim based on policy’s virus exclusion.)
117. **Mortar & Pestle Corp. v. Atain Specialty Ins. Co.**, Case No. 20-CV-3461, 2020 WL 7495180 (N.D. Cal.) (Dec. 21, 2020) (Conclusory allegations that COVID-19 had “intruded upon” and “damaged” the insured property were insufficient to show that COVID-19 caused a “distinct, demonstrable, physical alteration” to the property or a “physical change in [its] condition.”)
118. **Mudpie Inc. v. Travelers Casualty Ins. Co.**, Case No. 20-CV-03213-JST, 2020 WL 5525171 (N.D. Cal.) (Sept. 14, 2020) (In granting Motion to Dismiss court found that, because there was no alleged property in need of repair or replacement, there was no “direct physical loss of property” and no physical force acting on the premises which made it uninhabitable.)
119. **Musso & Frank Grill Co., Inc. v. Mitsui Sumitomo Ins. USA Inc.**, Case No. 20STCV16681, 2020 WL 7346569 (Los Angeles Cty., Cal. Super. Ct.) (Nov. 9, 2020) (Granting demurer without leave to replead and holding that “losses from inability to use property do not amount to direct physical loss of or damage to property.”)
120. **Nashville Underground v. AMCO Ins. Co.**, 2021 WL 826754 (M.D. Tenn.) (Mar. 4, 2021) (Granting motion to dismiss complaint seeking coverage under food contamination endorsement, given lack of causal connection between conditions at the premises and government COVID-19 orders.)
121. **Nashville Underground v. AMCO Ins. Co.**, 2021 WL 826754 (M.D. Tenn.) (Mar. 4, 2021) (Granting motion to dismiss, finding no coverage under endorsement providing coverage for closure due to suspicion of food contamination because, among other reasons, public health orders were not implemented due to any such concerns.)
122. **Natty Greene’s Brewing Co. v. Travelers Cas. Co. of America, et al.**, Case No. 1:20-CV-437, 2020 WL 7024882 (M.D. N.C.) (Nov. 30, 2020) (Court granted Motion for Judgment on Pleadings based on virus exclusion in all policies at issue.)



123. ***Newchops Restaurant Comcast LLC d/b/a Chops v. Admiral Indem. Co.***, Case Nos. 20-CV-1949, 20-CV-1869, 2020 WL 7395153 (E.D. Pa.) (Dec. 17, 2020) (Finding that physical loss or damage requires a “distinct, demonstrable, physical alteration” and “[l]oss of utility is not structural or physical. Nor is the mere possibility of the presence of the virus in the nearby properties.”)
124. ***N&S Restaurant LLC v. Cumberland Mut. Fire Ins. Co.***, Case No. 1:20-CV-05289, 2020 WL 6501722 (D. N.J.) (Nov. 5, 2020) (Virus exclusion barred coverage for business income losses caused by government order mandating closure of the policyholder’s restaurant.)
125. ***O’Brien Sales & Marketing, Inc. v. Transportation Ins. Co.***, Case No. 20-CV-02951 (N.D. Cal.) (Apr. 29, 2020) (Finding that “the presence of the virus itself, or of individuals infected with the virus, at [O’Brien’s] business premises or elsewhere [does] not constitute direct physical loss of or damage to property.”)
126. ***Oral Surgeons v. The Cincinnati Ins. Co.***, Case No. 4-20-CV-222-CRW-SBJ, 2020 WL 5820552 (S.D. Iowa) (Sept. 29, 2020) (In dismissing case, court found that governmental orders restricting performance of non-emergency dental procedures caused loss of use of property, but did not cause the required “physical loss” or “accidental loss” to property.)
127. ***Palmdale Estates Inc. v. Blackboard Ins. Co.***, Case No. 20-CV-06;158, 2021 WL 25048 (N.D. Cal.) (Jan. 4, 2021) (Adopting “the majority view” that closure orders due to COVID-19 do not plausibly constitute a direct physical loss of or damage to property.)
128. ***Palmer Holdings & Investments, Inc. v. Integrity Insurance Co.***, Case No. 4:20-CV-154-JAJ, 2020 WL 7258857 (S.D. Iowa) (Dec. 7, 2020) (Granting Motion to Dismiss after finding that the terms “direct physical loss of or damage to” are unambiguous and applying the Virus Exclusion.)
129. ***Pappy’s Barber Shops v. Farmers Group, Inc.***, Case No. 20-CV-907, 2020 WL 5500221 (S.D. Cal.) (Sept. 11, 2020) (Granting Motion to Dismiss and noting that “most courts have rejected these claims, finding that the government orders did not constitute direct physical loss or damage to the property.”); 2020 WL 5847570 (Oct. 1, 2020) (Denying motion for leave to amend on the basis that the addition of “speculative allegations that the COVID-19 virus, or individuals infected by the virus, likely had entered the Plaintiff’s premises” would not remedy the deficiencies in the original complaint because the presence of the virus itself did not constitute direct physical loss of or damage to property.)
130. ***Paradigm Care & Enrichment v. West Ben Mutual Ins. Co.***, Case No. 20-CV-0720-JPS (E.D. Wis.) (March 26, 2021) (Court dismisses proposed nationwide class finding that under Illinois or Michigan law, the alleged threat of virus contamination did not constitute a direct physical loss triggering coverage for suspended operations.)
131. ***Park Place Hospitality, LLC v. Continental Cas. Co.***, 2021 WL 3549770 (N.D. Ill.) (Aug. 10, 2021) (“The phrase ‘physical loss’ refers not to any deprivation, but rather to a



deprivation caused by a tangible or concrete change in the condition or location of the thing that is lost.”)

132. ***Paul Glat MD, P.C. v. Nationwide Mut. Ins. Co., et al.***, Case No. 20-CV-5271, 2021 WL 1210000 (E.D. Penn.) (Mar. 31, 2021) (In granting insurer’s motion to dismiss with prejudice, court held that neither loss of utility resulting from government orders resulting from government orders nor the possibility of the presence of the virus constituted direct physical loss or damage.)
133. ***Phan v. Nationwide Gen. Ins. Co., et al.***, Case No. 20-CV-07616 (C.D. Cal.) (Feb. 1, 2021) (“Any putative loss resulting from a virus-even indirectly- is not covered by the policy” due to virus exclusion.)
134. ***Plan Check Downtown Ill, LLC v. AmGuard Ins. Co.***, Case No. 20-CV-6954, 2020 WL 5742712 (CD Cal.) (Sept. 10, 2020) (Dismissing complaint and finding that allowing coverage without actual physical alteration of the property at issue would result in “a sweeping expansion of insurance coverage without any manageable bounds.”)
135. ***Planet Sub Holdings, Inc. v. State Auto Prop. & Cas. Co.***, Case No. 4:20-CV-00577 (W.D. Mo.) (May 19, 2021) (“[T]he fact that the virus travels through the air and was present in the United States . . . does not support the assertion that it ‘likely’ exists on . . . Plaintiff[s]’ property.”)
136. ***Prime Time Sports Grill, Inc. v. DTW 1991 Underwriting Ltd.***, No. 8:20-CV-771, 2020 WL 7398646 (M.D. Fla.) (Dec. 17, 2020) (Dismissing complaint with prejudice after holding that plaintiff did not suffer any tangible damage, but economic loss, which was not insured under the plain meaning of the policy.)
137. ***Project Lion LLC v. Badger Mut. Ins. Co.***, Case No 2:20-CV-00768 (D. Nev.) (May 19, 2021) (Joining the “vast majority of courts nationwide” in finding that insured’s policies “do not provide coverage for the pure economic losses they’ve suffered due to COVID-19-related business closures.”)
138. ***Promotional Headwear Intl. v. The Cincinnati Ins. Co.***, Case No. 20-CV-2211-JAR-GEB, 2020 WL 7078735 (D. Kan.) (Dec. 3, 2020) (Even if virus physically attaches to covered property, this is not a direct or physical loss or damage to property of the type required to trigger coverage, given that the virus can simply be eliminated.)
139. ***Protégé Restaurant Partners LLC v. Sentinel Ins. Co., Ltd.***, Case No. 20-CV-03674, 2021 WL 428653 (N.D. Cal.) (Feb. 8, 2021) (“Where a policy additionally requires ‘direct physical loss of or physical damage to property, there must either be a physical change in the condition or a permanent dispossession of the property.”)
140. ***Raymond H Nahmad DDS PA v. Hartford Casualty Ins. Co.***, Case No. 1:20-CV-22833, 2020 WL 6392841 (S.D. Fla.) (Nov. 2, 2020) (Suspensions due to governmental orders did



not result from physical harm to properties, and virus exclusion would apply even if such physical harm was alleged.)

141. ***RDS Vending LLC v. Union Ins. Co.***, Case No. 20-3928 (E.D. Pa.) (May 13, 2021) (Alleged loss of use did not constitute direct physical loss, particularly where temporary loss of use was due to general presence of virus in the community rather than its existence at the insured's premises.)
142. ***Real Hospitality, LLC v. Travelers Casualty Ins. Co. of America***, Case No. 2:20-CV-0087-HS, 2020 WL 6503405 (S.D. Miss.) (Nov. 4, 2020) (“[R]eading the policy as a whole, the Court finds that Plaintiff’s Complaint fails to state a claim because it does not allege that any insured property was damaged or that Plaintiff was permanently dispossessed of any insured property. Consequently, Plaintiff’s contention that ‘loss of property’ reasonably includes loss of usability is not sustainable.”)
143. ***Restaurant Group Management, LLC, et al. v. Zurich American Ins. Co.***, No. 1:20-CV-4782-TWT (N.D. Ga.) (March 15, 2021) (Plaintiffs failed to allege “direct physical loss of or damage to” the insured premises; court noted that “merely pleading the presence of COVID-19” was not “a Golden Ticket for plaintiffs seeking to advance to discovery.”)
144. ***Rhonda Hill Wilson, et al. v. Hartford Cas. Co.***, Case No. 20-3384, 2020 WL 5820800 (E.D. Pa.) (Sept. 30, 2020) (“It is not necessary for the Court to decide whether Plaintiffs’ claim falls within the scope of coverage, because even assuming that it does, a virus exclusion applies here and the Plaintiffs do not fall within any exemption to the exclusion.”)
145. ***Rialto Pockets, Inc. v. Certain Underwriters at Lloyd’s, including Beazley Furlonge Ltd., et al.***, Case No. 20-CV-07709 (C.D. Cal.) (Jan. 7, 2021) (Dismissing case because “nothing physical has happened to Plaintiffs’ property . . . and plaintiffs are complaining about a loss of intended use, not a physical loss of or damage to their property.”)
146. ***Richard Kirsch, DDS v. Aspen American Ins. Co.***, Case No. 20-11930, 2020 WL 7338570 (E.D. Mich.) (Dec. 14, 2020) (“Direct physical loss” requires from injury or damage other than purely an economic impact.)
147. ***Robert E. Levy, D.M.D., LLC v. Hartford Fin. Servs. Grp. Inc.***, Case No. 20-CV-00643, 2021 WL 598819 (E.D. Mo.) (Feb. 16, 2021) (COVID-19 suspension does “not allege a physical event affecting the property,” and therefore does not present a business income loss.”)
148. ***Robert W. Fountain Inc. v. Citizens Ins. Co. of America***, Case No. 20-CV-05441-CRB, 2020 WL 7247207 (N.D. Ca.) (Dec. 9, 2020) (“Business losses resulting from the temporary inability to access an unharmed property are not ‘direct physical loss of or damage to’ property.”)



149. **Rococo Steak, LLC v. Aspen Specialty Ins. Co.**, Case No. 20-CV-2481, 2021 WL 268478 (M.D. Fla.) (Jan. 27, 2021) (Finding that a decrease in business due to COVID-19 “is a purely economic loss, not the kind of physical loss contemplated by insurance policies.”)
150. **Rose’s 1, LLC v. Erie Ins. Exchange**, Case. No. 2020 CA 002424 B, 2020 WL 4589206 (Sup. Ct. D.C.) (Aug. 6, 2020) (finding no coverage because “plaintiffs offer no evidence that COVID-19 was actually present on their insured properties at the time they were forced to close” and that governmental orders “did not have any effect on the material or tangible structure of the insured properties.”)
151. **Royal Palm Optical v. State Farm Mutual Automobile Ins. Co.**, Case No. 20-80749 (S.D. Fla.) (March 30, 2021) (Court dismissed class action complaint, holding that the words “direct” and “physical” modify the word “loss” to indicate that mere loss of use or economic impact is not a “direct physical loss of property.”)
152. **Roy H. Johnson, DDS v. Hartford Fin. Servs. Grp.**, Case No. 1:20-CV-02000-SDG (N.D. Ga.) (Jan. 4, 2021) (Putative class action dismissed, finding that allegations that the highly communicable disease of COVID-19 “must be present” in the premises is not a sufficient allegation of any tangible alteration to a single physical edifice or piece of equipment located in or around the insured premises.)
153. **Ryan P. Estes v. Cincinnati Ins. Co.**, --- F. Supp. 3d ---, 2021 WL 2292473 (E.D. Ky.) (June 4, 2021) (Granting motion to dismiss, finding that economic loss resulting from government closure orders was not a covered cause of loss because it is not a tangible loss to property.)
154. **Salvatore’s Italian Gardens, Inc. v. Hartford Fire Ins. Co.**, 2021 WL 3162800 (W.D.N.Y.) (July 7, 2021) (Granting motion to dismiss, finding that civil authority coverage was not available where executive orders were issued in response to spread of the coronavirus, rather than specific instances of physical loss or damage to property.)
155. **Sandy Point Dental, PC v. Cincinnati Ins. Co.**, Case No. 20-CV-2160, 2020 WL 5630465 (N.D. Ill.) (Sept. 21, 2020), *reconsideration denied*, No. 20-CV-2160, 2021 WL 83758 (N.D. Ill.) (Jan. 10, 2021) (Dismissing complaint after finding that the policy requires “demonstrable harm of some form to the premises itself, rather than forced closure of the premises for reasons extraneous to the premises themselves,” and rejecting conclusory allegations that coronavirus “rendered the premises unsafe and unfit for its intended use and therefore caused physical damage or loss under the policies.”)
156. **Santo’s Italian Café LLC dba Santosuossos Pizza Pasta Vino v. Acuity Ins. Co.**, Case No. 20-CV-01192, 2020 WL 7490095 (N.D. Ohio) (Dec. 21, 2020) (“The Closure Orders simply did not create physical damage on [the insured’s] premises” and were “not a physical intrusion on [the insured’s] property.”)



157. **Seifert dba The Hair Place v. IMT Ins. Co.**, Case No. 20-CV-1102, 2020 WL 6120002 (D. Minn.) (Oct. 16, 2020) (In dismissing case, court held that loss of use from governmental orders is not a 'direct physical loss' and that the virus exclusion applies to preclude coverage given that virus was part of the causal chain.)
158. **Selane Prods., Inc. v. Continental Cas. Co.**, Case No. 2:20-CV-07834, 2020 WL 7253378 (C.D. Cal.) (Nov. 24, 2020) (Conclusory allegations of "direct physical loss of or damage to property" do not establish allegations of a demonstrable physical alteration necessary to defeat Motion to Dismiss.)
159. **Select Hospitality, LLC v. Strathmore Ins. Co.**, 2021 WL 1293407 (D. Mass.) (Apr. 7, 2021) (Granting motion to dismiss, finding that "[t]he COVID-19 virus does not impact the structural integrity of property in a manner contemplated by the Policy and thus cannot constitute 'direct physical loss of or damage to' property.")
160. **Siren Salon, Inc. v. Liberty Mut. Ins. Co.**, Case No. 20-CV-3108 (N.D. Ill.) (March 22, 2021) (Granting insurer's motion for judgment on the pleadings based on the virus exclusion.)
161. **Smeez v. Badger Mutual Ins. Co.**, Case No. 20-CV-1132-DWD (S.D. Ill.) (March 22, 2021) (Granting motion to dismiss putative class action and rejecting arguments that the loss of functionality of restaurants due to in-person dining limits constituted a direct physical loss of property.)
162. **Social Life Magazine, Inc. v. Sentinel Ins. Co., Ltd.**, Case No. 1:20-CV-03311-VEC, 2020 WL 2904834 (S.D.N.Y.) (May 14, 2020) (Transcript at p. 8, Doc. 11-3) ("What has caused the damage is that the governor has said you need to stay home. It is not that there is any particular damage to your specific property.")
163. **Source One Restaurant Corp. v. Western World Ins. Co., Inc.**, 20 L 7421 (Cir. Ct., Cook County, IL) (May 10, 2021) ("The temporary state of any contagion on surfaces of a business does not amount to an alteration of the property as contemplated. A thorough cleaning of the premises through ordinary means eliminates the contagion and makes clear that the presence of Covid-19 is temporary and not an alteration.")
164. **Spector Gadon Rosen Vinci P.C. v. Valley Forge Ins. Co.**, No. 1636 (Phila. Cty. Ct. Common Pleas) (June 17, 2021) (Granting insurer's motion for summary judgment, explaining that "[t]he economic loss resulting from the inability to use the subject property as intended must have some direct nexus to the physical condition of the covered premises for coverage to apply. *There must be some issue with the physical premises* which precludes or impedes the business operations of the premises as intended.")
165. **Spring House Tavern, Inc. v. American Fire & Cas. Co.**, Case No. 20-2872 (E.D. Pa.) (June 16, 2021) (Joining Pennsylvania federal courts and others in Third Circuit in finding that "direct physical damage" as "a distinct, demonstrable, physical alteration of the



property” whereas “direct physical loss” exists “when a structure has been rendered ‘uninhabitable and unusable,’ causing the owner to suffer a ‘distinct loss.’”)

166. **St. Julian Wine Co. v. Cincinnati Ins. Co.**, Case No. 20-CV-374 (W.D. Mich.) (March 19, 2021) (Dismissing case and holding that, under Michigan law, “physical loss or damage” requires “tangible damage” to property and neither the COVID-19 virus nor the government orders had any connection to the physical condition of plaintiff’s property.)
167. **Stanford Dental, PLLC v. Hanover Ins. Grp., Inc.**, Case No. 20-CV-11384, 2021 WL 493322 (E.D. Mich.) (Feb. 10, 2021) (“[B]ecause the Virus Exclusion precludes coverage, Stanford Dental cannot succeed on any of its breach of contract or declaratory judgment claims.”)
168. **Sultan Hajer d/b/a Rug Outlet v. Ohio Sec. Ins. Co.**, Case No. 20-CV-00283, 2020 WL 7211636 (E.D. Tex.) (Dec. 7, 2020) (A “‘physical loss’ requires a ‘distinct, demonstrable, physical alteration of the property,’ which is not the case with a COVID-19 shut down.”)
169. **Summit Hospitality Group v. Cincinnati Ins. Co.**, Case No. 5:20-CV-254-BO (E.D.N.C.) (Mar. 4, 2021) (Reading the policy as a whole, it is clear that “direct physical loss” requires tangible damage to property in order to trigger coverage.)
170. **System Optics v. Twin City Fire Ins. Co.**, 2021 WL 2075501 (N.D. Ohio) (May 24, 2021) (Stating that “[t]he fact that the virus causing COVID-19 may be a physical substance does not necessarily transform the purely economic loss sustained as a result of it into a direct physical one”, and joining majority of courts finding that “a direct physical loss requires more than a temporary impairment to or limitation on the use of the property—i.e., the loss must bear a negative causal relationship to the physical condition of the property itself.”)
171. **T & E Chicago, LLC v. The Cincinnati Ins. Co.**, Case No. 20-CV-4001, 2020 WL 6801845 (N.D. Ill.) (Nov. 19, 2020) (Granting Motion to Dismiss because loss of use of property is not covered loss to Covered Property.)
172. **TAQ Willow Grove, LLC v. Twin City Fire Ins.**, Case No. 20-CV-03863, 2021 WL 131555 (E.D. Pa.) (Jan. 14, 2021) (“Even assuming that the Civil Authority Orders completely barred [the policyholder] and its customers from entering the insured property – which they did not – [the policyholder’s] alleged loss bears no causal connection to the physical condition of its premises.”)
173. **Terry Black’s Barbecue, LLC v. State Automobile Mut. Ins. Co.**, Case No. 1:20-CV-665-RP, 2020 WL 7351246 (W.D. TX.) (Dec. 14, 2020) (In finding insurer’s language unambiguous, federal magistrate recommended following ‘the great majority of courts’ in dismissing the suit because the civil authority orders at issue neither cause direct physical loss or property nor are caused by such direct physical loss.)



174. ***The Inns By The Sea v. California Mutual Ins. Co.***, Case No. 20-CV-001274, 2020 WL 5868739 (Monterey Cty., Cal. Super Ct.) (Aug. 6, 2020) (Noting at Aug. 6, 2020 oral argument: “When the Governor ordered us all to shelter in place and businesses to close, it wasn’t necessarily because there was COVID at your hotels. It was (due to) a fear that by having people move around the state, that that would cause us all to infect each other”; which the court followed by granting demurer without leave to replead “on the grounds that the allegations fail to state facts sufficient to constitute a cause of action.”)
175. ***The Los Angeles Lakers, Inc. v. Federal Ins. Co.***, Case No. 21-CV-02281 (C.D. Cal.) (Aug. 11, 2021) (Granting motion to dismiss, and finding that allegations of virus in the surrounding area being capable of causing direct physical loss are simply legal conclusions and not factual allegations of impacted property that caused a covered claim.)
176. ***The Nail Nook, Inc. v. Hiscox Ins. Co., Inc., et al.***, Case No. 20-CV-933244 (Cuyahoga Cty., Ohio) (Feb. 24, 2021) (Motion for Judgment on Pleadings granted, finding that no set of facts can plead around the virus exclusion.)
177. ***The Woolworth LLC v. Cincinnati Ins. Co.***, Case No. 2:20-CV-01084-CLM (N.D. Ala.) (April 15, 2021) (Finding nearly all courts have agreed that the phrase “direct physical loss” limits it to perceptible, material injury to property that must be repaired or replaced, not invisible viruses that can be wiped from the surface.)
178. ***TJBC, Inc. v. The Cincinnati Ins. Co., Inc.***, Case No. 20-CV-815-DWD, 2021 WL 243583 (S.D. Ill.) (Jan. 25, 2021) (“Mere loss of use or diminishment in value of Plaintiff’s business without underlying tangible damage or loss to the business’ property or structure is not enough to trigger coverage under the policy.”)
179. ***Toppers Salon & Health Spa, Inc. v. Travelers Prop Cas. Co.***, Case No. 2:20-CV-03342-JDW, 2020 WL 7024287 (E.D. Pa.) (Nov. 30, 2020) (“The parties’ agreement to measure the period of restoration against the time it takes to repair the premises indicates that they intended the Policy to cover losses for physical damage,” and no such loss or damage is caused by either COVID-19 or governmental shut down orders.)
180. ***Town Kitchen LLC v. Certain Underwriters at Lloyds***, 20-22832-CIV, 2021 WL 768273 (S.D. Fla.) (Feb. 26, 2021) (Finding neither “business closure due to the spread of COVID-19 nor the potential presence of the virus physically at the restaurant is ‘direct physical loss of or damage to’ the premises”; further holding that “[t]he harm from COVID-19 stems from having living, breathing human beings inside one’s business—it is not damage done to the physical business itself, it is damage done to other living, breathing human beings.”)
181. ***Turek Enterprises Inc. v. State Farm Mutual Automobile Ins. Co.***, Case No. 20-11655, 2020 WL 5258484 (E.D. Mich.) (Sept. 3, 2020) (Dismissing COVID-19 business interruption claim under 12(b)(6) and concluding that loss of use arising from COVID-19 orders was not ‘direct physical loss.’)



182. ***Travelers Cas. Ins. Co. of Am. v. Geragos & Geragos***, Case No. 2:20-CV-03619-PSG-E, 2020 WL 6156584 (C.D. Cal.) (Oct. 19, 2020) (Dismissing the policyholder's claim for business income and extra coverage on the ground that the policyholder had failed to allege physical loss of or damage to property.)
183. ***Ultimate Hearing Solutions II, LLC, et al. v. Twin City Fire Ins. Co.***, Case No. 20-CV-02401, 2021 WL 131556 (E.D. Pa.) (Jan. 14, 2021) ("[M]ere loss of use untethered to the physical condition of the property itself" does not satisfy the direct physical loss of or damage to property requirement.)
184. ***Uncork and Create LLC v. The Cincinnati Ins. Co.***, Case No. 20-CV-00401, 2020 WL 6436948 (S.D. W. Va.) (Nov. 2, 2020) ("Even when present, COVID-19 does not threaten the inanimate structures covered by property insurance policies, and its presence on surfaces can be eliminated with disinfectant . . . The unambiguous terms of the Policy do not provide coverage for solely economic losses unaccompanied by physical property damage.")
185. ***University of Saint Thomas v. Am. Home Assurance Co.***, 2021 WL 3129330 (S.D. Tex.) (July 23, 2021) (Granting motion to dismiss, finding that even assuming the virus was present at the insured premises it did not constitute a direct physical loss or damage required to trigger coverage because it can be removed with routine cleaning and disinfectant.)
186. ***Vandalay Hosp. v. Cincinnati Ins. Co.***, Case No. 3:20-CV-1348-D (N.D. Texas) (July 13, 2021) (Court dismissed complaint, finding that conclusory allegations of physical loss and damage do not satisfy coverage prerequisites without any specific description of property loss aside from alleged COVID-19 on the property.)
187. ***Vandelay Hospitality Group LP v. Cincinnati Ins. Co.***, Case No. 3:20-CV-12348-D, 2020 WL 5946863 (N.D. Tex.) (Oct. 7, 2020) (The allegations of the amended petition "are factually conclusory and/or legal conclusions" and therefore failed to plead a direct physical loss or damage.)
188. ***Verveine Corp. d/b/a Coppa v. Strathmore Ins. Co.***, Case No. 2084-CV-01378 (Suffolk County, Mass.) (Dec. 21, 2020) (Dismissing claim and finding "a majority of courts across the country called upon to decide insurance coverage claims involving losses occasioned by COVID-19 have concluded that restrictions on the use of an insured's property due to government orders are not physical loss or damage within the meaning of provisions similar to the one before this Court.")
189. ***Vizza Wash, LP v. Nationwide Mut. Ins. Co.***, Case No. 5:20-CV-00680-OLG, 2020 WL 6578417 (W.D. Tex.) (Oct. 26, 2020) ("It is plainly apparent that Plaintiff's claimed losses are excluded from coverage by the Policy's Virus Exclusion.")



190. **Wakonda Club v. Selective Ins. Co.**, Case No. LACL148208 (Polk County, Iowa) (March 3, 2021) (Granting summary judgment and holding that loss of use of property is not “direct physical loss.”)
191. **Water Sports Kauai, Inc. v. Fireman’s Fund Insurance Company**, Case No. 20-CV-03750, 2020 WL 6562332 (N.D. Cal.) (Nov. 9, 2020) (Following the “overwhelming majority of courts that have determined that the mere threat of coronavirus cannot cause a ‘direct physical loss of or damage to’ covered property.”)
192. **Wellness Eatery La Jolla LLC, et al. v. The Hanover Ins. Grp., et al.**, Case No. 20-CV-1277, 2021 WL 389215 (S.D. Cal.) (Feb. 3, 2021) (Although plaintiffs alleged virus on “virtually every surface” in their business, they alleged their losses were due to the government closure orders, which were not in turn caused by any direct physical loss of property at the insured premises.)
193. **West Coast Management v. Berkshire Hathaway Guard Ins. Co.**, Case No. 2:20-CV-05663-VAP-DFMx, 2020 WL 6440037 (C.D. Cal.) (Oct. 27, 2020) (Policyholder’s conclusory recitation that there was ‘direct physical loss or damage’ to the premises does not constitute facts necessary to plead a viable business interruption claim, particularly when clear and unambiguous virus exclusion also applies.)
194. **Whiskey River on Vintage, Inc. v. Illinois Cas. Co.**, Case No. 4:20-CV-185-JAJ, 2020 WL 7258575 (S.D. Iowa) (Nov. 30, 2020) (“The Court concludes the phrase ‘direct physical loss of or damage to property’ requires a physical invasion and loss of use is insufficient to trigger coverage without physical damage to the insured properties.”)
195. **Windber Hosp. d/b/a Chan Soon Shiong Med. Ctr. v. Travelers Prop. Cas. Co. of America**, Case No. 3:20-CV-80, 2021 WL 1061849 (W.D. Pa.) (Mar. 18, 2021) (“[B]ecause the claimed loss is not related to the physical condition of the property, the Court finds that [the policyholder] is not entitled to coverage[.]”)
196. **Yellow Strawberry CDDR, Inc. v. Continental Cas. Co.**, 20-61754-CIV (S.D. Fla.) (May 18, 2021) (Where civil authority orders were issued in response to pandemic, and not in response to direct physical loss of property, there is no business income or civil authority coverage.)
197. **Zagafen Bala, LLC, et al. v. Twin City Fire Ins. Co.**, Case No. 20-CV-3033, 2021 WL 131657 (E.D. Pa.) (Jan. 14, 2021) (Finding no physical loss or damage where “the presence or threatened presence of the coronavirus . . . can be largely remediated by mask wearing, social distancing, and disinfecting surfaces.”)
198. **Zajas Inc. v. Badger Mutual**, Case No. 20-CV-1055-DWD (S.D. Ill.) (March 23, 2021) (The phrase “direct physical loss or damage to” is unambiguous, and is not satisfied by COVID-19 business restrictions.)



199. ***Z Business Prototypes LLC v. Twin City Fire Ins. Co.***, 2021 WL 3486897 (D.N.J.) (Aug. 9, 2021) (Granting motion to dismiss, finding that virus exclusion was unambiguous and precluded coverage for plaintiff's losses.)
200. ***Zwillo V, Corp. v. Lexington Ins. Co.***, Case No. 4:20-00339-CV-RK, 2020 WL 7137110 (W.D. Mo.) (Dec. 2, 2020) (Holding that 'direct physical loss' requires physical alteration of property, and neither the presence of COVID-19 on the premises nor loss of use satisfies this requirement.)

For questions or more information regarding this update, please contact [Adam H. Fleischer](#) and [Matthew P. Fortin](#) or email BatesCarey's COVID-19 Team at COVID-19@BatesCarey.com.