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The Key Coverage Issues Regarding Business Interruption From COVID-19

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Commentary

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[Editor's Note: Charles (Tony) Jones and Jennifer Mathis are partners, and Michael Huggins is an associate, in the Insurance & Reinsurance Practice of Troutman Sanders LLP. Effective July 1, 2020, Troutman Sanders will combine with Pepper Hamilton to become Troutman Pepper. Any commentary or opinions do not reflect the opinions of Troutman Sanders LLP or LexisNexis® Mealey Publications™. *Copyright © 2020 by Charles (Tony) Jones, Jennifer Mathis and Michael Huggins.* *Responses are welcome.]*

I. Introduction

Since January 21, 2020, when the first case of COVID-19 (short for the "coronavirus disease 2019") in the United States was reported, states and municipalities have begun issuing various shelter-in-place orders requiring businesses not designated "essential" to shutter their doors.[1] These businesses have begun tendering claims to their property insurers seeking business interruption coverage in connection with the shelter-in-place measures. As discussed more fully below, commercial property liability policies typically are not understood to provide business interruption for such types of claims. However, insureds have filed lawsuits seeking a judicial declaration that they are entitled to business interruption coverage for their losses related to COVID-19 in jurisdictions such as Louisiana, California, Illinois, and Texas, among others. These are anticipated to be the first of many such lawsuits that may arise, which concern substantially similar coverage issues.[2] This article discusses some of those issues and practical considerations for insurers faced with similar claims.

II. What Is COVID-19?

As a general matter, coronaviruses are a common cause of colds and other upper respiratory infections.[3] COVID-19 is a newly discovered coronavirus that was previously unknown before the outbreak in Wuhan, China, in December 2019.[4] The World Health Organization reports that "COVID-19 virus spreads primarily through droplets of saliva or discharge from the nose when an infected person coughs or sneezes."[5] Such droplets "land on objects and surfaces around the person. Other people then catch COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth."[6] Additionally, COVID-19 can be transmitted if a person breathes in droplets from a person with COVID-19 who coughs out or exhales droplets.[7]

Therefore, in theory, patrons of a business could contract COVID-19 by touching an infected surface and then touching their face, or by breathing in the infected droplets of a cough or sneeze. However, experts are continuing to develop an understanding of the virus, including the periods of time over which it can be contracted from a surface or aerial region. Currently, it is understood that COVID-19 can remain on a surface for up to 72 hours on steel and plastic and up to 96 hours on glass. The risk of contracting the virus decreases as the virus decays over the time it remains on the surface.[8] A cough can create a cloud of infected droplets reaching 19 feet, and a sneeze can create such a cloud up to 26 feet away, which can linger in the air for hours and can even be pulled into air circulation systems.[9]

III. Shelter-In-Place Orders

In and around March 2020, states and municipalities began issuing various orders aimed at impeding the spread of COVID-19, including by requiring "non-essential"

businesses to close, imposing health and safety measures on "essential" business that remained open, and requiring individuals to shelter in place.[10] For example, the second shelter in place order issued on March 31, 2020 by the City and County of San Francisco, which extended shelter in place requirements to May 3, 2020, states:

> Generally, under this Order gatherings of individuals with anyone outside of their household or living unit remain prohibited, with limited exceptions for essential activities or essential travel, or to perform work for essential businesses and government agencies. Bars, nightclubs, theaters and movie theaters, and other entertainment venues must remain closed for any gatherings. Restaurants, cafes, coffee shops, and other facilities that serve food—regardless of their seating capacity—must remain closed except solely for takeout and delivery service. All gyms and fitness studios must remain closed. All hair and nail salons must also remain closed. Facilities that sell food and that provide health care remain open as permitted by this Order and other Health Officer orders.[11]

The majority of Americans, in approximately 33 states and Washington, D.C., currently are under some form of shelter-in-place order.

IV. Business Interruption Coverage

Business interruption coverage is commonly provided in commercial property policies, on a form titled Building and Personal Property Coverage Form (CP 00 10). Such form typically states that the insurer "will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss." This type of coverage commonly is issued under "all risks" property policies, meaning that coverage extends to all direct physical loss or damage to the covered property unless specifically excluded. Business interruption coverage commonly is understood not to include viruses.[12]

V. Initial Cases Alleging Business Interruption Due To COVID-19

Insureds seeking business interruption coverage in connection with reductions and closures of business due to COVID-19 have begun filing lawsuits, some of which are summarized below. This section also highlights some key considerations for insurers facing similar claims to those alleged in the following cases.

On March 16, 2020, the first lawsuit in the U.S. was filed seeking a judicial declaration that there is business interruption coverage under a property policy concerning COVID-19, in *Cajun Conti LLC, et al. v. Certain Underwriters at Lloyd's, et al.*, No. 2020-02558, 2020 WL 1298797, at *1 (La. Civ. Dist. Ct. Mar. 16, 2020). The insured restaurant, which alleges that it remains open every day of the year from 8:00 a.m. to 1:00 a.m. and has capacity for 500 guests, was issued an "all risks" commercial property liability policy that purportedly defines covered causes of loss to mean direct physical loss unless the loss is specifically excluded or limited in the policy. While the policy allegedly does not provide any exclusion due to loss from a virus or global pandemic, the policy excludes loss due to biological materials in connection with terrorism or malicious use. The insured alleges that its business interruption coverage is triggered because its capacity has been reduced to 50% (250 guests) based on a statewide order issued by the Mayor of New Orleans on March 13, 2020, banning gatherings of 250 or more people in a single space at the same time where individuals will be in close proximity to one another.

On March 25, 2020, certain Napa County restaurants owned by Michelin-star-chef Thomas Keller filed a coverage action against their insurers seeking COVID-19 related business interruption coverage in *French Laundry Partners, LP dba The French Laundry, et al. v. Harford Fire Ins. Co.*, No. Unassigned (Cal. Super. Ct., Napa Cty. Mar. 25, 2020). The action alleges that, while Keller's restaurants typically are open for dinner every day of the year, the restaurants were forced to close as a "non-essential" business pursuant to a March 18, 2020 order by the health officer of Napa County concerning COVID-19. The insureds seek coverage under an "all risks" property policy that purportedly provides coverage specifically to direct physical loss or damage caused by virus, including in the event of business closures by order of "Civil Authority," which applies to "the actual loss of business income sustained and the actual, necessary and reasonable extra expenses incurred when access to the scheduled premises is specifically prohibited by order of civil authority as the direct result of a covered cause of loss to property in the immediate area of plaintiffs' scheduled premises." The insureds allege that the scientific community and those personally affected by COVID-19 recognize the virus as "a cause of real physical loss and damage."

On March 27, 2020, certain owners and operators of restaurants and movie theaters in Chicago filed a business

interruption coverage action concerning COVID-19, in *Big Onion Tavern Group LLC et al. v. Society Insurance Co.*, No. 1:20-cv-02005 (N.D. Ill. Mar. 27, 2020). The insureds sought coverage for losses incurred due to a "necessary suspension" of their operations, including when their businesses were forced to close due to an order by the Illinois governor requiring the closing of all restaurants, bars, and movie theaters to the public in an effort to address the ongoing COVID-19 pandemic. The insurer denied coverage on the ground that, among other things, the "actual or alleged presence of the coronavirus," which led to the orders that prohibited Plaintiffs from operating their businesses, does not constitute "direct physical loss" to trigger coverage under the business management policies. Such policies purportedly do not contain any exclusion for viruses.

On March 31, 2020, in *Billy Goat Tavern I et al. v. Society Insurance*, No. 1:20-cv-2068 (N.D. Ill. Mar. 31, 2020), an Illinois restaurant chain, seeking to represent all similarly situated businesses in Illinois, filed a putative class action regarding coverage for COVID-19 related business interruption under policies issued by Society Insurance. The insureds allege that the relevant Businessowners Special Property Coverage Form provides coverage, in part, for: "the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to covered property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss." The insureds assert that the policies do not define "direct physical loss", and that, while commercial property policies commonly contain an exclusion for viruses, the policies at issue do not contain such an exclusion.

And on April 3, 2020, in *SCGM, Inc., et al. v. Certain Underwriters at Lloyd's*, No. 4:20-cv-01199 (S.D. Tex. Apr. 3, 2020), a movie theater chain brought a coverage action seeking business interruption coverage regarding COVID-19 under a "Pandemic Event Endorsement," which the insurer purportedly issued following the 2014 Ebola crisis to "fill in the gaps that [other insurers] creatively exclude or do not address" relating to future pandemics. The endorsement purportedly is a stand alone policy that covers "business interruption along with extra expenses with crisis management that is crucial during pandemic events." The endorsement defines "Covered Disease" to include only certain named pathogens, their mutations, or variations, including "Severe Acute Respiratory Syndrome-associated coronavirus (SARS-CoV) disease." The insureds allege that COVID-19 is a qualifying pandemic event, during which the insureds have sustained losses due to virus-related closures. The insurer allegedly denied coverage on the ground that COVID-19 is not one of the specifically named pathogens named under the endorsement. The insureds have alleged in response that COVID-19 is a "mutation" or "variation" of SARS-CoV, and therefore qualifies for coverage.

More such cases are expected to be filed across the country. In fact, a team of celebrity chefs and restaurant industry groups reportedly have formed the Business Interruption Group for the purpose of "demanding immediate payment for restaurants that have business interruption insurance and don't have exclusions for viruses."[13] Insurers who may be preparing to respond to similar allegations in connection with COVID-19 related business interruption claims might consider the following takeaways from the cases above.

First, business interruption claims in connection with COVID-19 have arisen in a variety of contexts, based on partial as well as complete closures. For example, *Cajun Conti* concerns a reduction in seating capacity at the insured restaurant, and *French Laundry* concerns the limitation on restaurants to delivery and take-out only, such that patrons cannot be seated. Costs alleged in connection with COVID-19 closures may include the cost of sanitizing and testing the insured property, costs of evacuation of an insured property, resulting loss of income from the closure or the loss of customers due to identification of the virus at the insured premises, and contingent business interruption or extra expense due to the closure of a key customer or supplier.

Second, as many property polices require but do not define "direct physical loss" for business interruption coverage, the debate is likely to continue and develop as to whether COVID-19 related closures concern any direct physical loss to the insured property. Case precedents addressing "invisible" direct physical loss or damage have tended to require that the insured premises itself have some sort of actual, demonstrable physical harm. For example, in *Newman Myers Kreines Gross Harris, P.C. v. Great Northern Insurance Co.*, 17 F. Supp. 3d 323, 330-31 (S.D.N.Y. 2014), the court determined that the insured's preemptive closure and inability to access its office

during Hurricane Sandy did not fall within business interruption coverage because there was no "compromise to the physical integrity of the workplace." *Id.* Therefore, an insured might be required to show the actual physical presence of COVID-19 at the insured premises to qualify for business interruption coverage.

However, even in the event that COVID-19 is shown to have been present at the insured premises, the issue remains whether such presence of COVID-19 may constitute physical loss or damage to the insured premises. For example, in *Pentair, Inc. v. American Guarantee & Liability Insurance*, 400 F.3d 613, 616 (8th Cir. 2005), applying Minnesota law, the Eighth Circuit acknowledged that the loss of function of the insured premises should be considered only *after* physical loss or damage is established, and not the other way around. *Id.* (business interruption coverage does not apply "*whenever* property cannot be used for its intended purpose") (emphasis in original). Two other courts have recognized that there is no physical harm where the alleged physical harm can be cleaned.[14] Thus, regardless of any loss of function to an insured premises based on the physical presence of COVID-19, the threshold issue must be addressed of whether such presence of COVID-19 physically *damaged* the insured premises. Put differently, the loss of function caused by COVID-19 goes to the issue of quantifying loss, while the issue of whether any physical loss or damage to the insured premises occurred goes to the issue of whether coverage is triggered.

Also on the issue of quantifying loss, after any physical loss or damage to the insured premises is proven, the issue might be raised whether an insured is entitled to coverage for the entire period of its closure. Specifically, while COVID-19 might remain on surfaces or in an air ventilation system for a matter of days, such presence of COVID-19 arguably should not qualify an insured for business interruption coverage for a closure spanning several weeks or months.

Third, the circumstance that a government order limited or demanded the closure of the insured's business is also not likely to provide a basis for business interruption coverage. In the *French Laundry* matter referenced above, the insureds assert that the policies provide business interruption coverage, in part, for loss incurred "when access to the scheduled premises is specifically prohibited by order of civil authority." However, as alleged, that provision is subject to the following limitation: "by order of civil authority *as the direct result of a covered cause of loss to property* in the immediate area of plaintiffs' scheduled premises." (emphasis added). The insureds there attempt to sidestep this issue by referring conceptually to the idea that there must be physical loss or damage to some property, somewhere. Even where coverage is provided for business interruption by civil authority as alleged by the plaintiffs there, such coverage, too, will still require a showing of direct physical loss or damage to property in the immediate are of the insured's location. The broad geographic reach of the various governmental orders to date suggest that this will be a difficult standard to meet.

Such interpretation would be consistent with the California Department of Insurance's advice to business, which provides as follows:

> **What if my business is closed due to a voluntary or mandatory government order?**
>
> While you should consult your policy, in general, coverage resulting from the actions of a civil authority also requires physical damage to the insured premises caused by a covered peril. If this is the case, a government ordered shutdown due to a pandemic may likely not be fully sufficient to trigger business interruption insurance coverage in the absence of physical damage to the insured property caused by a covered peril – whether that order is voluntary or mandatory.[15]

Accordingly, while the understanding of COVID-19 by experts and the public continues to develop, insureds may face considerable challenges to obtaining business interruption coverage in connection with any business limitations or closures due to the virus. Further, additional coverage defenses may be implicated in claims that arise in connection with COVID-19, including, but not limited to the issues of an insured's failure to mitigate loss, where any closure was preemptive or not required; an insured's late notice, and any resulting prejudice to the insurer; and "other insurance" that may also be available to the insureds. Additionally, insurers should be attentive to applications for renewal, and the extent to which an insured may or may not completely and accurately represent any losses it has sustained in connection with COVID-19 prior to the inception of the renewal policy.

Fourth and finally, it might be noted that the *SCGM* matter above presents a different issue than the others.

The issue in that case is not whether there was any direct physical loss or damage but whether COVID-19 constitutes a variation or mutation of the SARS-CoV disease. This is likely to constitute an issue of fact for a jury, requiring the testimony of experts, rather than a question of law for the court. And the strength of the insured's case may change as experts continue to develop their understanding of the novel COVID-19. Regardless, the *SCGM* matter might be used to underscore that business interruption coverage is not typically provided under commercial property policies, as other more specific coverages are offered in the market to address viral and pandemic related events.

VI. Possible Expansion Of Business Interruption Coverage Concerning COVID-19

In the face of the significant hurdles insureds face in obtaining business interruption coverage in connection with COVID-19 under their insurance policies and states' common law, alternative bases for obtaining such coverage are beginning to surface.

For example, for purposes of making business interruption coverage available to businesses in connection with the COVID-19 limitations and closures, Verisk has released advisory, optional endorsements for use with existing ISO Commercial Property business interruption coverage.[16] While the endorsements have not yet been filed with any department of insurance, Verisk describes the coverage offering as follows:

> Currently, various ISO programs explicitly exclude, or offer the means to explicitly exclude communicable disease and/or virus and bacteria. As the 2019 novel coronavirus outbreak continues, policyholders are faced with various concerns and exposures, one of which is the possibility of mandated closure of their business by a civil authority due to the presence or suspected presence of the virus. We have developed two advisory, optional endorsements designed for use with ISO Commercial Property business interruption policies to provide limited coverage for business interruption caused by certain actions of civil authorities taken in an effort to avoid infection by Coronavirus or limit the spread of such infection.[17]

Therefore, to the extent insurers begin to adopt similar endorsements, insureds may have an option to purchase extensions of coverage for COVID-19 related losses.

Additionally, multiple state legislatures – including New Jersey, Ohio, and Massachusetts – have proposed laws, aimed at helping in-state businesses with 100 or fewer eligible employees, that would override insurance policies and common law to require any business interruption coverage that has been issued to include coverage for COVID-19 related limitations and closures. For example, New Jersey and Ohio's proposed bills contain provisions to the following effect:

> Notwithstanding any other law or rule to the contrary, every policy of insurance insuring against loss or damage to property, which includes the loss of use and occupancy and business interruption, in force in this state on the effective date of this section, shall be construed to include among the covered perils under that policy, coverage for business interruption due to global virus transmission or pandemic during the state of emergency.
>
> The coverage required by this section shall indemnify the insured, subject to the limits under the policy, for any loss of business or business interruption for the duration of the state of emergency.[18]

The bill proposed by Massachusetts more broadly states that it would extend business interruption coverage to every property insurance policy, "notwithstanding the terms of such policy (including any endorsement thereto or exclusions to coverage included therewith) which includes, as of the effective date of this act, the loss of use and occupancy and business interruption in force in the commonwealth," in connection with the COVID-19 virus.[19] And while Ohio and New Jersey would apply this extension of coverage to businesses with 100 or fewer eligible employees, the Massachusetts bill would apply to businesses with 150 or fewer full-time equivalent employees.

On the federal level, legislators are considering legislation that would protect insurers. Specifically, Chairwoman Maxine Waters in the U.S. House of Representatives has proposed legislative responses to COVID-19 that would include a "Pandemic Risk Insurance Act."[20] Such act would "create a reinsurance program similar to the Terrorism Risk Insurance act for pandemics, by capping the total insurance losses that insurance companies would face."

VII. Conclusion

The weight of COVID-19 related limitations and closures on businesses already has begun to raise novel coverage issues under the business interruption coverage that property policies commonly provide. Except in cases like the *SCGM* matter above, where the policy addresses pandemic-related events, the common coverage issues focus primarily on the question of whether COVID-19 can cause direct physical loss or damage to an insured premises, and whether business interruption coverage can be triggered by a governmental order imposing limitations or closure on an insured. While business interruption coverage typically is understood not to include losses based on a virus such as COVID-19, insurers might offer endorsements for such coverage, and legislators have begun proposing legislation that would extend existing property coverage to include such loss. These issues will continue to develop as they reach courts and as the public continues to learn more about the novel pandemic that is COVID-19.

Endnotes

1. Cal. Exec. Dep't, Exec. Order N-33-20 (Mar. 19, 2020), https://covid19.ca.gov/img/Executive-Order-N-33-20.pdf; N.Y. Exec. Chamber, Exec. Order No. 202.6: Continuing Temporary Suspension and Modification of Laws Relating to the Disaster Emergency (Mar. 18, 2020), https://www.governor.ny.gov/news/no-2026-continuing-temporary-suspension-and-modification-laws-relating-disaster-emergency.

2. Bret Thorn, *Chefs, law firm form coalition to fight for insurance claims related to coronavirus*, Restaurant Hospitality (Apr. 1, 2020) ("The law firm that sued insurers on behalf of the Thomas Keller Restaurant Group in California and Cajun Conti in Louisiana has formed a coalition to take on the insurance industry on behalf of restaurants.") (www.restaurant-hospitality.com/legal/chefs-law-firm-form-coalition-fight-insurance-claims-related-coronavirus) (last visited Apr. 8, 2020).

3. Harvard Medical School, *COVID-19 basics* (updated Apr. 6, 2020) (www.health.harvard.edu/diseases-and-conditions/covid-19-basics) (last visited Apr. 8, 2020).

4. World Health Organization, *Q&A on coronaviruses (COVID-19)*, (Mar. 9, 2020) (www.who.int/news-room/q-a-detail/q-a-coronaviruses) (last visited Apr. 8, 2020).

5. World Health Organization, *Coronavirus Overview*, (www.who.int/health-topics/coronavirus#tab=tab_1) (last visited Apr. 8, 2020); Lauren Sauer, *What Is Coronavirus?*, Johns Hopkins Medicine (last updated Apr. 4, 2020) (www.hopkinsmedicine.org/health/conditions-and-diseases/coronavirus) (last visited Apr. 8, 2020).

6. World Health Organization, *Q&A on coronaviruses (COVID-19),* (Mar. 9, 2020) (who.int/news-room/q-a-detail/q-a-coronaviruses) (last visited Apr. 8, 2020).

7. *Id.*

8. Danielle Renwick, *How long does coronavirus live on different surfaces?*, The Guardian (Apr. 4, 2020) (www.theguardian.com/us-news/2020/apr/04/how-long-does-coronavirus-live-on-different-surfaces) (last visited Apr. 8, 2020); George Petras, Ramon Padilla & Karina Zaiets, *How long does the coronavirus live on surfaces?*, USA Today (Mar. 27, 2020) (www.usatoday.com/in-depth/news/2020/03/25/coronavirus-survives-on-metal-plastic-cardboard-common-objects/2866340001/) (last visited Apr. 8, 2020).

9. Ramon Padilla & Javiar Zarracina, *Coronavirus might spread much farther than 6 feet in the air. CDC says wear a mask in public.*, USA Today (Apr. 5, 2020) (www.usatoday.com/in-depth/news/2020/04/03/coronavirus-protection-how-masks-might-stop-spread-through-coughs/5086553002/) (last visited Apr. 8, 2020).

10. For a comprehensive list of executive orders issued by various states, visit The Counsel of State Governments website, at web.csg.org/covid19/executive-orders/ (last visited Apr. 8, 2020).

11. City and County of San Francisco Dep't of Public Health, Order of the Health Officer No. C19-07b, (Mar. 31, 2020), https://www.sfdph.org/dph/alerts/files/HealthOfficerOrder-C19-07b-ShelterInPlace-03312020.pdf (last visited Apr. 8, 2020).

12. *See* West Virginia Insurance Commissioner, West Virginia Insurance Bulletin No. 20-08 (Mar. 26, 2020)

(acknowledging that COVID-19 related closures may not fall within business interruption coverage under most insurance policies because "[b]usiness interruption coverage is typically triggered under a commercial insurance policy when a ***covered risk*** causes ***direct physical loss or damage*** to the insured's or policyholder's premises resulting in the need to shut down business operations.") (emphasis in original), https://www.wvinsurance.gov/Portals/0/pdf/pressrelease/20-08%20Business%20Interruption%20Insurance.pdf?ver=2020-03-26-222830-620 (last visited Apr. 8, 2020); California Department of Insurance, *FAQ on business interruption insurance and other issues affecting California small businesses*,. ("Business interruption coverage typically can only be triggered if you have direct physical property loss that leads to the business interruption – for example, a fire or flood damaging your property that has caused you to suspend your business activities.") (http://www.insurance.ca.gov/01-consumers/140-catastrophes/FAQ-on-Business-Interruption-Insurance.cfm) (last visited Apr. 8, 2020). *See also Wendy's Int'l, Inc. v. Hamer*, 996 N.E.2d 1250, 1256 (Ill. App. Ct. 2013) (Wendy's formed a captive because, among other things, it could not obtain business interruption insurance to protect against losses from contingencies such as an outbreak of mad cow disease).

13. Brett Thorn, *Chefs, law firm form coalition to fight for insurance claims related to coronavirus*, Restaurant Hospitality (Apr. 1, 2020) (www.restaurant-hospitality.com/legal/chefs-law-firm-form-coalition-fight-insurance-claims-related-coronavirus) (last visited Apr. 8, 2020).

14. *Mama Jo's, Inc. v. Sparta Ins. Co.* , No. 17-CV-23362-KMM, 2018 WL 3412974, at *9 (S.D. Fla. June 11, 2018) ("A direct physical loss 'contemplates an actual change in insured property then in a satisfactory state, occasioned by accident or other fortuitous event directly upon the property causing it to become unsatisfactory for future use or requiring that repairs be made to make it so.'") (quoting *MRI Healthcare Ctr. of Glendale, Inc. v. State Farm Gen. Ins. Co.*, 187 Cal. App. 4th 766, 779 (2010)); *Mastellone v. Lightning Rod Mut. Ins. Co.*, 884 N.E.2d 1130, 1144 (Ohio Ct. App. 2008) (dark staining from mold was not "physical loss" where mold could be cleaned from wood surface).

15. California Department of Insurance, *FAQ on business interruption insurance and other issues affecting California small businesses*, (http://www.insurance.ca.gov/01-consumers/140-catastrophes/FAQ-on-Business-Interruption-Insurance.cfm) (last visited Apr. 8, 2020). *Cf.* New Orleans Mayoral Proclamation to Promulgate Emergency Orders During the State of Emergency Due to COVID-19, No. 2020-02602 (La. Civ. Dist. Ct. Mar. 16, 2020) (stating, in part, that COVID-19 has the "propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing property loss and damage in certain circumstances."), http://nola.gov/mayor/executive-orders/emergency-declarations/03162020-mayoral-proclamation-to-promulgate-emergency-orders-during-the-state-of-emergency-due-to-co/ (last visited Apr. 8, 2020); N.Y. Office of the Mayor, Emergency Executive Order No. 100, (Mar. 16, 2020) (stating that "the virus physically is causing property loss and damage"), https://www1.nyc.gov/assets/home/downloads/pdf/executive-orders/2020/eeo-100.pdf (last visited Apr. 8, 2020).

16. Doug Kahn, *Verisk develops new coverage options in response to coronavirus*, Visualize (Feb. 13, 2020) (www.verisk.com/insurance/visualize/verisk-develops-new-coverage-options-in-response-to-coronavirus/) (last visited Apr. 8, 2020).

17. Verisk, *COVID-19 RESOURCES FOR P/C INSURERS ISO Advisory Endorsements (Not Filed)* (Feb. 7, 2020)), available to Verisk subscribers at https://www.verisk.com/insurance/covid-19/non-filed-endorsements/.

18. H.B. No. 589, 133rd Gen. Assem., Reg. Sess. 2019-2020 (Ohio 2020), http://search-prod.lis.state.oh.us/solarapi/v1/general_assembly_133/bills/hb589/IN/00?format=pdf (last visited Apr. 8, 2020); Assembly Bill No. 3844, 219th Legislature (NJ 2020), https://www.njleg.state.nj.us/2020/Bills/A4000/3844_I1.HTM (last visited Apr. 8, 2020).

19. S.B. No. 2888, 191st General Court 2019-2020 (Mass. 2020), https://malegislature.gov/Bills/191/SD2888) (last visited Apr. 8, 2020).

20. Press Release, U.S. House Committee on Financial Services, Proposals to Help The Economy during the COVID-19 Crisis (Mar. 18, 2020), https://financialservices.house.gov/news/documentsingle.aspx?DocumentID=406440) (last visited Apr. 8, 2020). ■

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