

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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THOR EQUITIES, LLC,	:	
	:	
Plaintiff,	:	Case No. 20-cv-3380 (AT)
	:	
-against-	:	
	:	
FACTORY MUTUAL INSURANCE COMPANY,	:	
	:	
Defendant.	:	
	:	
-----	X	

**DEFENDANT FACTORY MUTUAL INSURANCE COMPANY’S COMBINED
MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF’S MOTION FOR
PARTIAL JUDGMENT ON THE PLEADINGS AND IN SUPPORT OF DEFENDANT’S
CROSS-MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS**

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TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	iii
PRELIMINARY STATEMENT	1
STATEMENT OF UNDISPUTED FACTS	3
I. PROCEDURAL BACKGROUND.....	3
II. THE POLICY	5
a. General Framework of the Policy	5
b. Relevant Policy Exclusions.....	5
i. The Contamination Exclusion.....	6
ii. The Loss of Use Exclusion	7
c. The Policy’s Communicable Disease Coverages: Narrow Exceptions to the Contamination and Loss of Use Exclusions	7
ARGUMENT	9
I. LEGAL STANDARD.....	9
a. Standards Governing Motions for Judgment on the Pleadings.....	9
b. General Principles Governing Interpretation of Insurance Policies	11
II. THE POLICY’S CONTAMINATION EXCLUSION IS BROAD AND UNAMBIGUOUS.....	13
a. The Contamination Exclusion Encompasses Covid-19 and Applies to Bar Thor’s Claimed Losses	13
b. Thor’s Flawed Interpretation of the Contamination Exclusion Focuses on Just One Word and Fails to Give Effect to the Provision in its Entirety	14
i. Thor’s Proposed Distinction Between “Cost” and “Loss” Fails When the Contamination Exclusion is Read as a Whole.....	15
ii. Thor’s Proposed Interpretation Ignores That, in Addition to Excluding “Any Cost Due to Contamination,” the Provision Also Broadly Excludes “Contamination” as a Free-Standing Term	18

c.	The Contamination Exclusion Does Not Swallow the Communicable Disease Coverages, Which Are Narrow Exceptions to the Exclusion.....	19
III.	THE POLICY’S UNAMBIGUOUS “LOSS OF USE” EXCLUSION ALSO EXPRESSLY BARS THOR’S CLAIMED LOSSES	21
	CONCLUSION.....	25

..

TABLE OF AUTHORITIES

Cases	Page(s)
<i>7001 E. 71st St. LLC v. Chubb Custom Ins. Co.</i> , 417 F. Supp. 3d 150 (E.D.N.Y. 2019)	17
<i>Abrams v. Great Am. Ins. Co.</i> , 199 N.E. 15 (N.Y. 1935).....	11
<i>Allianz Ins. Co. v. Lerner</i> , 416 F.3d 109 (2d Cir. 2005).....	11
<i>Am. Motorists Ins. Co. v. Trane Co.</i> , 544 F. Supp. 669 (W.D. Wis. 1982)	17
<i>Am. Motorists Ins. Co. v. Trane Co.</i> , 718 F.2d 842 (7th Cir. 1983)	16, 17
<i>Apionishev v. Columbia Univ.</i> , No. 09-cv-6471, 2011 WL 1197637 (S.D.N.Y. 2011)	9
<i>Aramony v. United Way of Am.</i> , 254 F.3d 403 (2d Cir. 2001).....	20
<i>Ashcroft v. Iqbal</i> , 556 U.S. 662 (2009).....	10
<i>Ashland Hosp. Corp. v. Affiliated FM Ins. Co.</i> , No. 11-cv-0016, 2013 WL 4400516 (E.D. Ky. Aug. 14, 2013)	24
<i>Avondale Indus., Inc. v. Travelers Indem. Co.</i> , 697 F. Supp. 1314 (S.D.N.Y. 1988).....	12
<i>Bell Atl. Corp. v. Twombly</i> , 550 U.S. 544 (2007).....	10
<i>Berkowitz v. N.Y. Life Ins. Co.</i> , 10 N.Y.S.2d 106 (N.Y. App. Div. 1939)	11, 12
<i>Bhd. Mut. Ins. Co. v. Ludwigsen</i> , No. 16-cv-6369, 2018 WL 4211319 (S.D.N.Y. Sept. 4, 2018)	21
<i>Burns Int'l Sec. Servs., Inc. v. Int'l Union</i> , 47 F.3d 14 (2d Cir. 1995).....	9
<i>Century Sur. Co. v. Franchise Contrs.</i> , No. 14-cv-0277, 2016 WL 1030134 (S.D.N.Y. Mar. 10, 2016).....	12

...

<i>Cronos Grp. Ltd. v XComIP, LLC</i> , 64 N.Y.S.3d 182 (N.Y. App. Div. 2017)	20
<i>Diesel Barbershop, LLC v. State Farm Lloyds</i> , No. 20-cv-00461, 2020 WL 4724305 (W.D. Tex. Aug. 13, 2020).....	14, 18
<i>Duane Reade, Inc. v. St. Paul Fire & Marine Ins. Co.</i> , 279 F. Supp. 2d 235 (S.D.N.Y. 2003).....	22
<i>Global Reinsurance Corp. of Am. v. Century Indem. Co.</i> , 442 F. Supp. 3d 576 (S.D.N.Y. 2020).....	20
<i>Graham Cnty. Soil & Water Conservation Dist. v. United States ex rel. Wilson</i> , 559 U.S. 280 (2010).....	23
<i>Hugo Boss Fashions, Inc. v. Fed. Ins. Co.</i> , 252 F.3d 608 (2d Cir. 2001).....	12
<i>Granite Ridge Energy, LLC v. Allianz Glob. Risk US Ins. Co.</i> , No. 10-cv-2430, 2012 WL 13036791 (S.D.N.Y. July 30, 2012).....	17, 18
<i>Johnson v. Rowley</i> , 569 F.3d 40 (2d Cir. 2009).....	10
<i>Kass v. Kass</i> , 696 N.E.2d 174 (N.Y. 1998).....	11
<i>L-7 Designs, Inc. v. Old Navy, LLC</i> , 647 F.3d 419 (2d Cir. 2011).....	10
<i>Lantheus Med. Imaging, Inc. v. Zurich Am. Ins. Co.</i> , 255 F. Supp. 3d 443 (S.D.N.Y. 2015).....	11, 12
<i>In re Lehman Bros. Holdings Inc.</i> , 761 F.3d 303 (2d Cir. 2014).....	20
<i>In re McMahon</i> , 236 B.R. 295 (S.D.N.Y. 1999).....	11
<i>Levy v. Nat'l Union Fire Ins. Co.</i> , 889 F.2d 433 (2d Cir. 1989).....	22
<i>M.H. Lipiner & Son, Inc. v. Hanover Ins. Co.</i> , 869 F.2d 685 (2d Cir. 1989).....	11
<i>Malaube v. Greenwich Ins. Co.</i> , No. 20-cv-22615, 2020 WL 5051581 (S.D. Fla. Aug. 26, 2020)	21

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