



Charles J. Jesuit, Jr.

Member

Philadelphia

cjesuit@cozen.com | (215) 665-6967

Charles J. Jesuit, Jr. focuses his practice on complex insurance coverage litigation involving first-party property insurance claims, as well as the defense of bad faith claims against insurers. Chuck has extensive experience representing clients in state and federal courts in coverage disputes under commercial property policies and high net worth homeowners insurance policies. He frequently assists clients in large losses involving property damage and time element claims arising out of catastrophic events, including claims arising from fire, hurricane, flood, earth movement, and civil unrest.

Chuck also regularly advises insurers investigating suspected fraudulent insurance claims. During these investigations, he routinely conducts examinations under oath of insureds.

Additionally, Chuck has significant experience representing clients in litigation concerning third-party coverage for construction defect, environmental, general liability, and professional liability claims. He also represents clients in state insurance insolvency proceedings.

Chuck writes articles and white papers on emerging insurance coverage issues arising out of catastrophic losses, as well as bad faith. He also frequently speaks on these topics at in-house client seminars.

Chuck graduated with honors and distinction from The Pennsylvania State University in 2000 and was a Schreyer Honors College Scholar. He received his law degree from Temple University Beasley School of Law in 2003, where he was a Law Faculty Scholar.

Experience

Won a defense verdict in favor of the insurer following a seven-day jury trial in the Eastern District of New York, after 7 years of litigation over an approximately \$50 million insurance claim made by an insured manufacturer of chocolate products for damages from Superstorm Sandy. The insured made a claim under its commercial property policy for damage to its building, machinery, and inventory, as well as its lost profits, arguing that a windstorm deductible endorsement in the policy rendered the policy's flood exclusion ambiguous and that extrinsic evidence did not resolve the ambiguity. In finding for the insurer, the jury found that the available extrinsic evidence demonstrated that the insured had no genuine expectation that a wind-driven flood such as it experienced during Superstorm Sandy would be covered under the policy.

Successfully moved to dismiss a COVID-19 business interruption claim filed by Highgate Hotels, L.P. and its affiliates to recover under a first-party property policy issued by our client. Plaintiffs claimed that the business losses incurred as a result of the COVID-19 pandemic and the resulting government orders were covered losses under the policy. In dismissing the claim, the court agreed with the argument that there was no "direct physical loss or damage" to covered property, and therefore no coverage under the policy.

Secured a jury verdict of almost \$1 million on behalf of our insurance company client, which was sued for breach of contract and bad faith by a homeowner whose 11,000 sq. ft. home burned to the ground. After an investigation revealed that the plaintiff was involved in setting the home ablaze, the client denied her claim for violation of the policy's concealment or fraud condition and application of the

Practice Areas

- Property Insurance
- Bad Faith
- Insurance Coverage
- Casualty & Specialty Lines Coverage
- Professional Liability

Industry Sectors

- Insurance

Education

- Temple University—James E. Beasley School of Law, J.D., 2003
- Pennsylvania State University, B.S., 2000

Bar Admissions

- New Jersey
- Pennsylvania

Court Admissions

- U.S. District Court -- Eastern District of Pennsylvania
- U.S. District Court -- New Jersey

Awards & Honors

- ABA Military Pro Bono Project Outstanding Services Award, 2015

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P: (215) 665-6967 | F: (215) 665-2013

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intentional acts exclusion. The plaintiff sought damages of \$11.2 million, and the client counterclaimed to recover its investigation costs and advance payments made to the plaintiff. After six days of testimony and argument, the jury found in the client's favor after only three hours of deliberation.

Won a federal jury verdict in favor of the insurer in a case centering on property damage that we proved was caused by a landslide and thus excluded from coverage. Contending that the exclusion did not apply, the plaintiffs sought over \$6 million under claims for breach of contract and additional damages for, failure to adjust the claim, violations of the Tennessee Consumer Protection Act, and bad-faith refusal to pay. The court granted our motion to bifurcate the trial, and after a 10 day trial, the jury found for our client on the breach of contract claim. This result was affirmed by the U.S. Court of Appeals for the Sixth Circuit.

Following a 2-week trial centering on a \$4.3 million homeowner's fire loss claim, the Superior Court granted our insurer equitable rescission. Before trial, we successfully moved to dismiss the plaintiffs' bad faith claim. We then convinced the court that the policy which might have covered the loss was void ab initio due to the plaintiffs' material misrepresentations during the application process. In addition, the court found that the plaintiffs had been unjustly enriched by payment to an innocent mortgagee, and entered judgment in our client's favor in the amount of the \$1.4 million payment to the mortgagee.

Obtained summary judgment for leading global insurance company in Pennsylvania state court, dismissing a \$20 million demand for coverage for expenses its insured, a large international pharmaceutical services company, incurred defending a False Claims Act action.

Won summary judgment on behalf of an insurance company client in a case in which an aluminum products manufacturer sought coverage for defense of an underlying lawsuit and subsequent settlement over its sale of tens of millions of faulty extrusions. In granting summary judgment, the court found that the lawsuit did not constitute an "occurrence" under the definition in our client's policies. This finding was affirmed by the U.S. Court of Appeals for the Third Circuit. The Third Circuit rejected the manufacturer's argument that Pennsylvania law required the district court to look beyond the four corners of the underlying complaint because the underlying action settled after discovery. The Third Circuit also confirmed that "facts matter more than labels" and rejected the manufacturer's reasonable expectations arguments. These aspects of the opinion support insurers' positions across all product lines.

Obtained judgment on the pleadings in favor of prominent national insurer in the U.S. District Court for the Eastern District of Pennsylvania, dismissing a first-party commercial property bad faith action seeking in excess of \$700,000 in punitive damages and attorneys' fees.

Represented prominent international first-party property insurer in successful resolution of litigation involving insured's \$300 million business interruption claim for lost self-storage facility developments claimed to be lost due to Hurricane Katrina.