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Illinois Court Addresses Level of Evidence Necessary to Prevent Summary Judgment in Hail Damage Claim

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In *Heritage Park Condo. Ass'n v. Greater N.Y. Mut. Ins. Co.,* 2025 U.S. Dist. LEXIS 37345 (USDC ND IL, March 3, 2025), the United States District Court for the Northern District of Illinois addressed a property insurance dispute regarding alleged storm damage to sixteen residential condominium buildings. According to the insured, Heritage Park Condo Association ("Heritage Park"), the hailstorm and resulting damage took place between July 22 and 23, 2022. Greater N.Y. Mut. Ins. Co. ("GNY") issued an insurance policy to Heritage Park effective from May 14, 2022 to May 14, 2023 that included, among other benefits, property and liability coverage. After inspecting the subject buildings, GNY denied the claim on the grounds that there existed insufficient evidence to show that the claimed damages were the result of the July 2022 hailstorm. Thereafter, Heritage Park filed suit alleging that because the storm damage occurred during the GNY policy period, it is entitled to payment from GNY to cover the damage to their roofs, including dents to roof vents, granular loss, and spots on shingles.

GNY moved for summary judgment contending that Heritage Park failed to show that its claimed losses were caused by the July 2022 storm. In addressing GYN's motion, the court stated that an insured bears the initial burden of proving that its claim is within the coverage of its insurance policy. According to the Court, to establish that damage was a direct loss caused by wind and hail from a storm, a plaintiff must put forth evidence that (1) storm conditions of sufficient severity to have caused the damage alleged occurred in the vicinity of the damaged property during the time when the damage is alleged to have occurred, and (2) the storm caused the damage alleged. Per the Court, Heritage Park must put forth evidence that the July 2022 storm had wind of a sufficient velocity and force, and hail of a sufficient size, to have caused the damage alleged and that the wind and hail from the storm caused the particular damage alleged.

After assessing the evidence put forth by the parties, the Court denied GNY's motion holding that Heritage Park had shown genuine disputes of material fact that made summary judgment inappropriate. In rendering the ruling, the court noted that as respects the proof of storm damage, Heritage Park offered the expert testimony outlining the severity wind and hailstorm that passed over the property in July 2022. Regarding causation, the Court noted that Heritage Park had provided the deposition testimony of multiple contractors and construction experts that, taken together, supported its position. Based on the combination of these experts' observations and analyses, the Court concluded that Heritage Park provided evidence sufficient to permit a reasonable jury to find that a severe wind and hailstorm passed over the condos in July 2022 and that summary judgment was therefore inappropriate.

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