Simpson Thacher

Insurance Law Alert

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Sixth Circuit Affirms That Liability Insurers Have No Duty To Defend Or Indemnify Home Depot In Data Breach Suits

The Sixth Circuit ruled that liability insurers were not obligated to defend or indemnify suits arising out of a cyberattack on Home Depot's computer system, finding that an electronic data exclusion unambiguously barred coverage. *Home Depot, Inc. v. Steadfast Ins. Co.*, 2025 U.S. App. LEXIS 687 (6th Cir. Jan. 13, 2025). (Click here for full article)

"They have a good bench of talented attorneys and have performed exceptionally well in relation to very complex disputes."

– *Chambers USA* 2024 (quoting a client)

Applying "Meaningfully Linkage" Standard, Delaware Supreme Court Rules That Securities Action Was "Related" To Previous SEC Action

The Delaware Supreme Court ruled that a trial court erred in holding that a Securities and Exchange Commission subpoena and a subsequent securities action were not "meaningfully linked" for purposes of applying an Interrelated Wrongful Acts provision and a Prior Notice Exclusion in D&O policies. *In re Alexion Pharmaceuticals, Inc.*, 2025 Del. LEXIS 52 (Del. Feb. 4, 2025). (Click here for full article)

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Ruling on a matter of first impression in Texas, a Texas appellate court ruled that the presence of the COVID-19 virus on insured property does not give rise to coverage under commercial property policies. *Lloyd's Syndicate v. Baylor College of Medicine*, 2025 Tex. App. LEXIS 378 (Tex. App. Ct. Jan. 28, 2025). (Click here for full article)

New York Appellate Court Affirms Dismissal Of Civil Authority Coverage Claims, But Reinstates Claim Under Special Time Element Coverage

A New York appellate court affirmed the dismissal of COVID-19-related claims under civil authority provisions but reversed the dismissal of a claim pursuant to a special time element coverage provision. *Bowlero Corp. v. AIG Specialty Lines Ins. Co.*, 2025 N.Y. App. Div. LEXIS 54 (N.Y. App. Div. 1st Dep't Jan. 7, 2025). (Click here for full article)

California Appellate Court Rules That Ash And Soot From Wildfire Do Not Constitute Direct Physical Loss To Property

A California appellate court dismissed homeowners' complaint against a property insurer, finding that the presence of ash and debris on insured property, stemming from a nearby wildfire, did not constitute direct physical loss under the policy. *Gharibian v. Wawanesa General Ins. Co.*, 2025 Cal. App. LEXIS 64 (Cal. Ct. App. Feb. 7, 2025). (Click here for full article)

HUD Requests Pause Of Lawsuit Involving Discrimination In Underwriting Claims Under Fair Housing Act Based On Agency's New Leadership

The United States Department of Housing and Urban Development ("HUD") filed an unopposed motion to hold an appeal in abeyance in a matter related to whether a disparate impact rule implemented by HUD in 2013 applies to insurer underwriting and rating practices. HUD noted that reconsideration of that rule was likely in light of new agency leadership. (Click here for full article)

Simpson Thacher News

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Connecticut Court Rules That Policyholder's Inability To Establish Causation Is Fatal To Its Claim For Business Interruption Coverage

HOLDING

A Connecticut district court granted a property insurer's summary judgment motion, ruling that business interruption coverage was not available because the policyholder failed to establish that a suspension of operations caused the alleged business losses. *Theraplant, LLC v. National Fire & Marine Ins. Co.*, 2025 U.S. Dist. LEXIS 9709 (D. Conn. Jan. 18, 2025).

BACKGROUND

The coverage dispute arose out of a fire at a cannabis production facility owned by Theraplant. The fire occurred in a "flowering room" that contained 998 marijuana plants that were only four days into the flowering stage. As a result of the fire, the plants in the flowering room were destroyed, and the room itself sustained property damage. During the period of repair that lasted approximately two months, Theraplant was unable to use that flowering room.

National Fire, Theraplant's commercial property insurer, paid for the damage to the building and certain equipment. Theraplant did not contest those payments, but also sought coverage under a business interruption provision, that applied to "actual loss of Business or Rental Income you sustain due to the necessary 'suspension' of your 'operations' during the 'period of restoration.'" National Fire denied coverage for the business income claim and in ensuing litigation, both parties moved for summary judgment.

DECISION

Ruling in National Fire's favor, the court explained that the phrase "due to" in the business interruption provision requires a causal link between the suspension of operations and the resulting loss in income. Further, the court agreed with National Fire that the factual record did not establish any such causal link. In particular, the court noted that Theraplant had several other flowering rooms and that Theraplant failed to put forth evidence that the damaged flowering room delayed operations or would have been used for an income-generating purpose had the repairs not been ongoing. Rather, communications in the record indicated that Theraplant did not plan to use that particular flowering room until mid-April 2020, the time at which repairs were seemingly completed.

While Theraplant argued that the other flowering rooms were fully occupied at the time of the fire, the court deemed this assertion insufficient to establish a causal link between the suspension of operations in the damaged room and the business income loss. The court stated: "Theraplant fails to explain *how* the suspension itself caused the business income loss. Plaintiff simply assumes the existence of a causal relationship, but the Court cannot do the same."

COMMENTS

In reaching its decision, the court emphasized that the primary purpose of business interruption coverage is "to indemnify the insured against losses arising from an inability to continue normal business operations and functions due to damage sustained," and not "to help the insured recover for damaged or destroyed property." Here, while Theraplant incurred property damage (for which it was reimbursed), it failed to establish that its suspension of operations in the damaged flowering room resulted in the scaling back of business operations. The court therefore concluded: "To allow Plaintiff to recover here would neither further nor serve the purpose of business interruption coverage."

Sixth Circuit Affirms That Liability Insurers Have No Duty To Defend Or Indemnify Home Depot In Data Breach Suits

HOLDING

The Sixth Circuit ruled that liability insurers were not obligated to defend or indemnify suits arising out of a cyberattack on Home Depot's computer system, finding that an electronic data exclusion unambiguously barred coverage. *Home Depot, Inc. v. Steadfast Ins. Co.*, 2025 U.S. App. LEXIS 687 (6th Cir. Jan. 13, 2025).

BACKGROUND

Home Depot was the victim of a cyberattack in which hackers stole personal information from tens of millions of customers. Following the breach, financial institutions sued Home Depot, seeking damages for the losses incurred due to the cancellation and reissuance of payment cards, the closing of accounts and notifying of customers, and various other investigative and remedial measures. Home Depot ultimately settled these claims for approximately $170 million.

Home Depot's cyber insurers covered losses up to their $100 million limit, but Home Depot also sought coverage from two general liability insurers. The general liability insurers refused to defend or indemnify, arguing that the policies defined "tangible property" in a way that omitted electronic data such credit card information, and that in any event, coverage was barred by a policy exclusion for "[d]amages arising out of the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data."

An Ohio district court granted the insurers' summary judgment motion and the Sixth Circuit affirmed.

DECISION

Applying Georgia law, the Sixth Circuit ruled that even assuming that a covered loss of use of tangible property occurred, the electronic data exclusion unambiguously barred coverage. First, the court held that payment card data is electronic data within the meaning of the exclusion. Second, the court found that the reissuance of new cards and the reduced usage of Home Depot cards following the breach constituted a "loss of use" under the exclusion. The court explained that while the physical credit cards still existed, "purchasers could no longer use their payment card data to make secure payments." As the court noted, "the entire value of a credit card—or any payment card—is the ability to make secure and seamless transactions. . . . When that critical function is affected, the data doesn't work the same as before; it loses its function."

Finally, the court held that the reissuance of new cards and subsequent reduced usage of the cards "arose out of" the electronic data loss. Construing "arising out of" to require "but for" causation, the court concluded that the reissuance and reduced usage both occurred as a result of the data breach. In so ruling, the court noted that the insurers were not required to reveal precisely how the card cancellation process worked. Rather, the fact that the data breach was the "motivating cause" in cancelling the cards was sufficient under Georgia's but-for causation standards.

COMMENTS

The Sixth Circuit expressly rejected Home Depot's assertion that revisionary language in subsequent policies was relevant to interpretation of policy language in the operative policies. Dismissing this contention, the court explained that coverage is determined by the textual language in the policies at issue, and that in any event, "subsequent history" arguments are inherently suspect. The decision reinforces the well-established principle that where, as here, contractual language is unambiguous, courts need not look beyond the policies' four corners.

This month, the Sixth Circuit denied Home Depot's petition for rehearing.

Applying "Meaningfully Linkage" Standard, Delaware Supreme Court Rules That Securities Action Was "Related" To Previous SEC Action

HOLDING

The Delaware Supreme Court ruled that a trial court erred in holding that a Securities and Exchange Commission ("SEC") subpoena and a subsequent securities action were not "meaningfully linked" for purposes of applying an Interrelated Wrongful Acts provision and a Prior Notice Exclusion in D&O policies. *In re Alexion Pharmaceuticals, Inc.*, 2025 Del. LEXIS 52 (Del. Feb. 4, 2025).

BACKGROUND

In March 2015, Alexion, a pharmaceutical company, received a formal investigation order from the SEC notifying the company of an investigation relating to, among other things, allegedly improper accounting practices, bribes to foreign officials, and matters relating to the recall of a drug called Soliris. In a May 2015 subpoena, the SEC sought documents related to Alexion's foreign and domestic grant-related activities, its compliance with the Foreign Corrupt Practices Act ("FCPA") and the recall of Soliris. In June 2015, Alexion sent notice of the subpoena to its tower of insurers for the 2014-2015 period ("Tower 1 insurers").

In December 2016, a class of stockholders filed a securities suit against Alexion and its executives, alleging that the defendants misled investors and violated ethical standards and federal securities law through a host of improper conduct including the following: deploying fear tactics to gain patients, obtaining data from partner labs to identify patients, and funding foreign organizations.

In January 2017, Alexion sent notice of the securities class action to its tower of insurers for the 2015-2017 period ("Tower 2 insurers"). Chubb, the primary insurer for both towers, initially accepted coverage for the securities class action under Tower 2, but later reassigned coverage to Tower 1. Chubb argued that the securities class action arose from the same wrongful acts as reported during the Tower 1 period.

In July 2020, Alexion settled with the SEC and agreed to pay over $21 million in penalties. In September 2023, Alexion settled the securities class action suit for $125 million. The securities class action settlement exceeded the coverage limits of both towers, but Tower 2 provided $20 million more coverage than Tower 1.

Alexion filed suit against its insurers and moved for summary judgment on the issue of "relatedness," arguing that the SEC subpoena and the securities action were not related as a matter of law, and therefore that the securities suit was properly placed in Tower 2's coverage. As discussed in our March 2024 Alert, the trial court granted the motion, finding that the two actions were "only loosely connected." This month, the Delaware Supreme Court reversed.

DECISION

The operative primary policy in the Tower 2 program provided that all claims arising out of "Interrelated Wrongful Acts" are deemed to be one claim—first made on the date the earliest of such claims were made. Additionally, a "Prior Notice Exclusion" barred coverage for any claim attributable to any wrongful act that was the subject of any written prior notice under that policy or any previous policy for which the instant policy was a renewal or replacement.

The Delaware Supreme Court agreed with the trial court that the question of relatedness for purposes of applying the Prior Notice Exclusion and the Interrelated Wrongful Acts provision is governed by a "meaningful linkage" analysis. However, the Delaware Supreme Court ruled that the trial court erred in concluding that the link between the two actions was "tangential" rather than meaningful.

The court emphasized that the two suits involved the same alleged wrongdoing relating to Alexion's global grantmaking activities and that the securities action explicitly referred to the SEC subpoena and investigation. It rejected Alexion's assertion that the "focus" of each action was different, emphasizing the common acts of alleged misconduct in both actions. Further, the court deemed it irrelevant that the allegations in each action did not involve identical time periods, stating that "while not perfectly identical, they do meaningfully overlap."

COMMENTS

The decision illustrates that under Delaware's meaningful linkage test, the existence of different parties, different theories of liabilities and different relief sought in the two actions is not necessarily outcome determinative. Instead, as the court emphasized, the central inquiry is whether the suits arise out of the same alleged wrongful acts, facts or circumstances.

Overturning Jury Verdict, Texas Appellate Court Rules That Presence Of COVID-19 Virus On Insured Property Does Not Cause "Direct Physical Loss Of Or Damage To" Property

HOLDING

Ruling on a matter of first impression in Texas, a Texas appellate court ruled that the presence of the COVID-19 virus on insured property does not give rise to coverage under commercial property policies. *Lloyd's Syndicate v. Baylor College of Medicine*, 2025 Tex. App. LEXIS 378 (Tex. App. Ct. Jan. 28, 2025).

BACKGROUND

Baylor, a university and medical research facility, sought business interruption coverage for COVID-19-related losses under all risk property policies. When the insurers denied coverage, Baylor sued for breach of contract, among other claims. The case was tried to a jury, which answered "yes" to the following question: "Did COVID-19 cause direct physical loss of, or damage to, Baylor's property?" Following the verdict, the trial court entered final judgment awarding Baylor more than $12 million in damages and attorney's fees.

Thereafter, the insurers moved for judgment notwithstanding the verdict, arguing that there was legally insufficient evidence to support the jury's finding. The trial court denied the motion and the appellate court reversed.

DECISION

Construing the evidence in "the light most favorable to the verdict," the appellate court concluded that a reasonable factfinder could not conclude that the presence of the COVID-19 virus on insured property caused direct physical loss of or damage to property. The court reasoned that the policy language was unambiguous and that Texas law requires "a tangible alteration or deprivation of the property."

This standard was not met, the court explained, because while the presence of the virus was potentially harmful to people, it did not harm the property itself. Additionally, the court emphasized the ease with which the virus could be removed from property through surface cleaning "or simply waiting several days" for the virus to become harmless and for the property to return to its "original, undamaged condition." According to the court, to find otherwise would mean that "property everywhere would be in a constant state of damage or loss" and "would render every sneeze, cough, or exhale a tangible alteration or deprivation of property."

COMMENTS

The court highlighted an important distinction between the physicality of a virus particle itself, and any alleged physical damage to or loss of property. More specifically, the court acknowledged evidence that the virus itself is physical and created a physical bond with property, but nonetheless held that the virus did not cause a physical loss of or damage to the property.

The ruling aligns with the overwhelming majority of courts across the country that have addressed the scope of coverage for COVID-19-related losses under property policies.

New York Appellate Court Affirms Dismissal Of Civil Authority Coverage Claims, But Reinstates Claim Under Special Time Element Coverage

HOLDING

A New York appellate court affirmed the dismissal of COVID-19-related claims under civil authority provisions but reversed the dismissal of a claim pursuant to a special time element coverage provision. *Bowlero Corp. v. AIG Specialty Lines Ins. Co.*, 2025 N.Y. App. Div. LEXIS 54 (N.Y. App. Div. 1st Dep't Jan. 7, 2025).

BACKGROUND

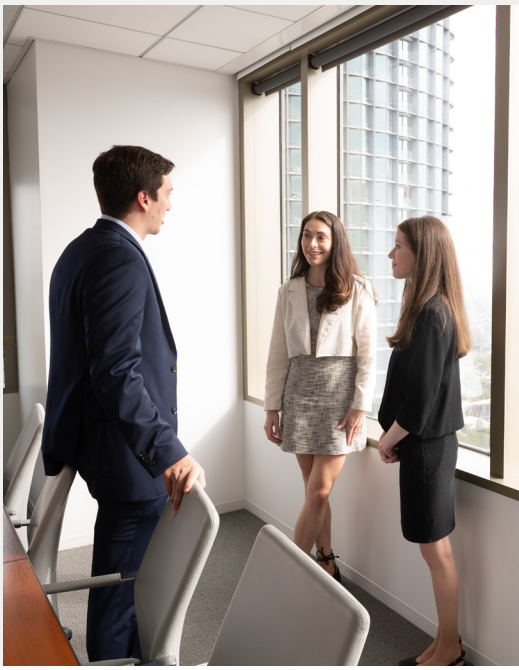
After Bowlero was required to suspend operations, in whole or in part, during the COVID-19 pandemic, it sought coverage for business losses under primary and excess commercial property policies. In ensuing coverage litigation, a trial court held that COVID-19 and its effects do not give rise to direct physical loss of or damage to property and therefore that any claims relating to such loss or damage must be dismissed.

The trial court also dismissed a claim under a "Special Coverage" provision, which applied to business losses, absent physical loss, damage or destruction of property where such loss is the direct result of "a contagious or infectious disease," "an outbreak of a contagious or infectious disease within ten miles of an insured location," or "the closing, in whole or in part, of the Insured's premises by order of a public authority because of the existence or threat of hazardous conditions either actual or suspected at an insured location." The trial court reasoned that the Special Coverage claim failed because Bowlero's losses were caused by civil authority orders requiring the suspension or restriction of activities, not directly by any of the enumerated categories.

DECISION

The appellate court affirmed the trial court's dismissal of the civil authority coverage claims based on the absence of physical loss. In so ruling, the court rejected Bowlero's assertion that the Special Coverage provision, which did not require physical loss, was an insured peril that triggered coverage under the civil authority provision, noting that such an interpretation would "violate basic rules of contract construction."

However, the appellate court held that Bowlero stated a cause of action under the Special Coverage extension. The court also ruled that a pathogenic materials exclusion in the operative policy, which applied to the "discharge, dispersal, seepage, migration, release, escape or application" of such material, did not necessarily negate coverage "as the terms of the exclusion do not clearly and unmistakably apply." The court stated: "To interpret this exclusion as broadly as [the insurer] argues for would render meaningless the provisions of the special time element that cover infectious or contagious disease."



COMMENTS

The appellate court's reinstatement of the special coverage claim turned on the particular language at issue, highlighting the importance of policy verbiage in special endorsements and exclusionary provisions.

California Appellate Court Rules That Ash And Soot From Wildfire Do Not Constitute Direct Physical Loss To Property

HOLDING

A California appellate court dismissed homeowners' complaint against a property insurer, finding that the presence of ash and debris on insured property, stemming from a nearby wildfire, did not constitute direct physical loss under the policy. *Gharibian v. Wawanesa General Ins. Co.*, 2025 Cal. App. LEXIS 64 (Cal. Ct. App. Feb. 7, 2025).

BACKGROUND

The homeowners alleged that, as a direct result of a wildfire near their home, soot and ash managed to enter their home even though their doors and windows were closed, and that ash also fell into their swimming pool. The homeowners alleged that, due to the wildfires, their property sustained over $81,000 in damages to real and personal property. Wawanesa, the homeowners' property insurer, agreed to pay approximately $21,000 for professional home cleaning services and an additional $2,400 relating to the pool, but refused to pay the entirety of the claim.

A trial court granted Wawanesa's summary judgment motion and the appellate court affirmed.

DECISION

The appellate court ruled that the policy never provided coverage in the first place because there was no evidence of a physical loss. Under California law, direct physical loss requires "a distinct, demonstrable, physical alteration to property." The court explained that there was no triable issue of fact because experts hired by both parties found no physical damage to the property, and the company hired by the homeowners admitted that soot and debris do not cause physical damage to surfaces.

Additionally, while one deponent stated that ash could create physical damage, he indicated that such damage would only occur if the ash became wet, which did not happen here.

Finally, the court deemed it irrelevant that Wawanesa made multiple claim payments to the homeowners despite contesting coverage. The court held that such payments do not create coverage where coverage does not otherwise exist and are often made "for reasons entirely unrelated to their merits."

COMMENTS

In rejecting the homeowners' assertion that the wildfire debris caused physical damage, the court noted that the debris was easily cleaned or removed. Similar reasoning has been applied in numerous decisions denying coverage for COVID-19-related losses, since virus particles are likewise easily eliminated with simple cleaning measures.

HUD Requests Pause Of Lawsuit Involving Discrimination In Underwriting Claims Under Fair Housing Act Based On Agency's New Leadership

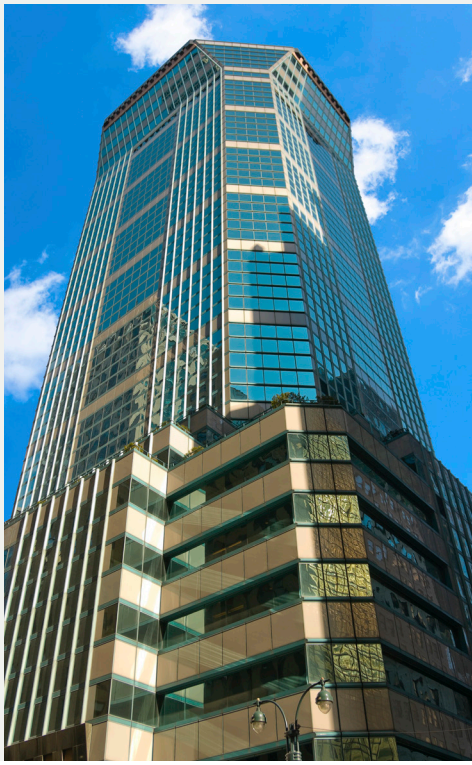
In 2013, the National Association of Mutual Insurance Companies ("NAMIC") filed suit against the United States Department of Housing and Urban Development ("HUD") in a federal district court in Washington, D.C. The suit centered on a disparate impact rule that was implemented by HUD in 2013. That rule became the subjected of protracted litigation for the next decade and was ultimately finalized in 2023 under the Biden administration. The rule interpreted the Fair Housing Act of 1968 to ban not only intentional discrimination, but also underwriting practices of insurers that disparately impact customers based on race, ethnicity or other protected categories (and which are not based on legitimate risk-related considerations). NAMIC alleged that the rule was unlawful as applied to the ratemaking and underwriting practices of homeowners' insurers.

The litigation was stayed in 2020 under the first Trump administration, but after the final 2023 FHA rule reinstated the original 2013 disparate impact standard, a federal district judge ruled in favor of HUD. NAMIC appealed the decision, arguing that enforcement of the rule would impose enormous burdens on property insurers and result in an avalanche of litigation against insurers based on legitimate practices that are, in some cases, mandated by state regulations.

Last month, HUD filed an unopposed motion to hold the appeal in abeyance. The motion, which cited "the recent change in administration on January 20, 2025," indicated that reconsideration of the rule was likely and could obviate the need for judicial review of the pending appeal. *National Association of Mutual Insurance Companies v. United States Department of Housing and Urban Development*, No. 23-5275 (D.C. Cir. Jan. 31, 2025).

We will keep you posted on further developments relating to this matter.

Simpson Thacher News



Lynn Neuner, Global Co-Head of Simpson Thacher's Litigation Department, and Litigation Partner Laura Lin have been named among the *Daily Journal*'s "Leading Commercial Litigators" for 2025. Lynn was recognized for her work advising clients in high-stakes litigation matters as well as for her leadership at the Firm. Laura was recognized for her work advising clients on securities litigation, insurance disputes, and complex commercial matters, including representing Microsoft and Activision in litigation related to their 2023 merger.

Bryce Friedman and Karen Cestari served as Contributing Editors of the 2025 edition of Lexology Panoramic: Insurance Litigation, and also authored the publication's United States chapter. The chapter highlights various coverage-related litigation topics in the United States, including jurisdictional considerations, the interpretation of provisions in general liability, D&O and cyber insurance policies, the scope of an insurer's duty to defend, and notice to insurance companies. The chapter also provides updates and trends on key developments of the past year, including novel coverage issues related to Artificial Intelligence, cyber breaches, and climate change.

Simpson Thacher

Simpson Thacher has been an international leader in the practice of insurance and reinsurance law for more than a quarter of a century. Our insurance litigation team practices worldwide.

Summer Craig
+1-212-455-3881
scraig@stblaw.com

Bryce L. Friedman
+1-212-455-2235
bfriedman@stblaw.com

Michael J. Garvey
+1-212-455-7358
mgarvey@stblaw.com

Chet A. Kronenberg
+1-310-407-7557
ckronenberg@stblaw.com

Laura Lin
+1-650-251-5160
laura.lin@stblaw.com

Lynn K. Neuner
+1-212-455-2696
lneuner@stblaw.com

Joshua Polster
+1-212-455-2266
joshua.polster@stblaw.com

Tyler B. Robinson
+44-(0)20-7275-6118
trobinson@stblaw.com

Alan C. Turner
+1-212-455-2472
aturner@stblaw.com

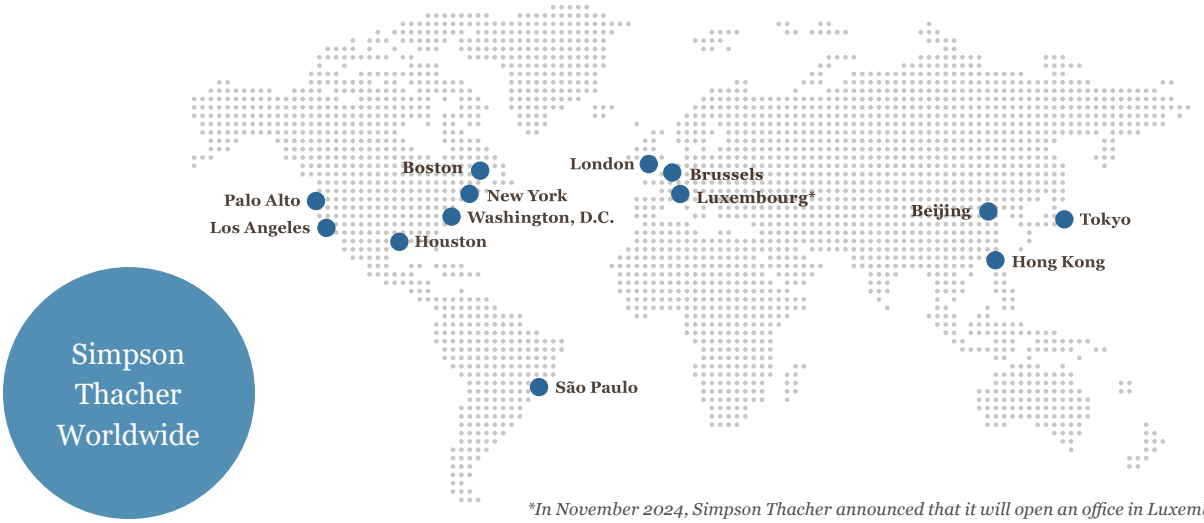
George S. Wang
+1-212-455-2228
gwang@stblaw.com

Matthew C. Penny
+1-212-455-2152
matthew.penny@stblaw.com

Sarah E. Phillips
+1-212-455-2891
sarah.phillips@stblaw.com

Abigail W. Williams
+1-202-636-5569
abigail.williams@stblaw.com

This edition of the
Insurance Law Alert
was prepared by
Chet A. Kronenberg / +1-310-407-7557
ckronenberg@stblaw.com
Sarah E. Phillips / +1-212-455-2891
sarah.phillips@stblaw.com
and Karen Cestari
kcestari@stblaw.com.



Simpson Thacher Worldwide

In November 2024, Simpson Thacher announced that it will open an office in Luxembourg.

UNITED STATES

New York
425 Lexington Avenue
New York, NY 10017
+1-212-455-2000

Boston
855 Boylston Street, 9th Floor
Boston, MA 02116
+1-617-778-9200

Houston
600 Travis Street, Suite 5400
Houston, TX 77002
+1-713-821-5650

Los Angeles
1999 Avenue of the Stars
Los Angeles, CA 90067
+1-310-407-7500

Palo Alto
2475 Hanover Street
Palo Alto, CA 94304
+1-650-251-5000

Washington, D.C.
900 G Street, NW
Washington, D.C. 20001
+1-202-636-5500

EUROPE

Brussels
Square de Meeus 1, Floor 7
B-1000 Brussels
Belgium
+32-2-504-73-00

London
CityPoint
One Ropemaker Street
London EC2Y 9HU
England
+44-(0)20-7275-6500

ASIA

Beijing
6208 China World Tower B
1 Jian Guo Men Wai Avenue
Beijing 100004
China
+86-10-5965-2999

Hong Kong
ICBC Tower
3 Garden Road, Central
Hong Kong
+852-2514-7600

Tokyo
Ark Hills Sengokuyama Mori Tower
9-10, Roppongi 1-Chome
Minato-Ku, Tokyo 106-0032
Japan
+81-3-5562-6200

SOUTH AMERICA

São Paulo
Av. Presidente Juscelino
Kubitschek, 1455
São Paulo, SP 04543-011
Brazil
+55-11-3546-1000