

**UNPUBLISHED**

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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**No. 21-1493**

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BEL AIR AUTO AUCTION, INC.,

Plaintiff - Appellant,

v.

GREAT NORTHERN INSURANCE COMPANY,

Defendant – Appellee.

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AMERICAN PROPERTY CASUALTY INSURANCE ASSOCIATION;  
NATIONAL ASSOCIATION OF MUTUAL INSURANCE COMPANIES,

Amici Supporting Appellee.

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Appeal from the United States District Court for the District of Maryland, at Baltimore.  
Richard D. Bennett, Senior District Judge. (1:20-cv-02892-RDB)

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Submitted: June 9, 2022

Decided: June 14, 2022

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Before WYNN, THACKER, and QUATTLEBAUM, Circuit Judges.

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Affirmed by unpublished per curiam opinion.

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**ON BRIEF:** Lawrence J. Gebhardt, Gregory L. Arbogast, Robert T. Nanovsky,  
GEBHARDT & SMITH LLP, Baltimore, Maryland, for Appellant. Gabriela Richeimer,

M. Addison Draper, CLYDE & CO US LLP, Washington, D.C.; Jonathan D. Hacker, Bradley N. Garcia, Jenya Godina, O'MELVENY & MYERS LLP, Washington, D.C., for Appellee. Wytan M. Ackerman, ROBINSON & COLE LLP, Hartford, Connecticut; George E. Reede, Jr., ZELLE LLP, Washington, D.C.; Laura A. Foggan, CROWELL & MORING LLP, Washington, D.C., for Amici American Property Casualty Insurance Association and National Association of Mutual Insurance Companies.

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Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Bel Air Auto Auction, Inc. (“Bel Air”) appeals the district court’s order denying Bel Air’s Fed. R. Civ. P. 56 motion for summary judgment and granting Great Northern Insurance Company’s (“Great Northern”) Fed. R. Civ. P. 12(c) motion for judgment on the pleadings in Bel Air’s declaratory judgment action. Bel Air’s claims stem from Great Northern’s denial of insurance benefits Bel Air asserts Great Northern owed it to cover business loss Bel Air incurred during the COVID-19 pandemic. We have reviewed the record and find no reversible error. Accordingly, we affirm the district court’s order. *See Bel Air Auto Auction, Inc. v. Great N. Ins. Co.*, No. 1:20-cv-02892-RDB (D. Md. April 14, 2021); *see also Uncork & Create LLC v. Cincinnati Ins. Co.*, 27 F.4th 926, 933-34 (4th Cir. 2022) (holding that insurance “policy’s coverage for business income loss and other expenses d[id] not apply to [plaintiff’s] claim for financial losses [caused by the COVID-19 pandemic] in the absence of any material destruction or material harm to its covered premises” and further “observ[ing] that our holding is consistent with the unanimous decisions by our sister circuits, which have applied various states’ laws to similar insurance claims and policy provisions”). We deny Bel Air’s motions to defer and for reconsideration.

We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

*AFFIRMED*