

# Policyholder Playbook Episode 18: Lesson From a Recent Victory – Use Dictionary Definitions to Support Your Plain Language Argument

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February 20, 2024 Greg Van Houten

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**PRACTICES** Insurance Recovery, Litigation

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**Quick Overview of the Play** – Leverage dictionary definitions to highlight the reasonableness of your interpretation of the insurance policy.

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Shortly before the Super Bowl, our Haynes Boone [Insurance Recovery Group](#) and our co-counsel scored a victory in the Sixth Circuit by calling some plays that belong in the Policyholder Playbook. Chief among them: the use of dictionary definitions to support the reasonableness of the policyholder’s interpretation of the policy.

[Previous posts](#) have emphasized the importance of developing plain language arguments that support the policyholder’s interpretation of the insurance policy. In *Huntington National Bank v. AIG Specialty Insurance Co.*, our team, led by [Barry Buchman](#), developed just such an argument. No. 23-3039 (6th Cir. Feb. 1, 2024). There, the insurer argued that the policyholder’s underlying settlement with a trustee of a bankrupt company was not covered under a professional liability policy because of, among other things, an exclusion that barred coverage for “for claims based on unrepaid, unrecoverable, or outstanding credit.” No. 23-3039 at \*1–2. Our team and our co-counsel argued the exclusion did not apply because the settlement was not for “unrepaid,” “unrecoverable,” or “outstanding” credit, as evidenced by “dictionary definitions of th[o]se three words.” *Id.* at \*27–28.

The Sixth Circuit, which was applying Ohio law, noted that the Ohio Supreme Court had used “dictionary definitions to define words in an insurance contract.” *Id.* at \*28 (citing *Fed. Ins. Co. v. Exec. Coach Luxury Travel, Inc.*, 944 N.E.2d 215, 218–19 (Ohio 2010)). That’s not unique to Ohio—courts across the country often turn to dictionary definitions to help interpret insurance contracts. See, e.g., *Andy Warhol Found. for Visual Arts, Inc. v. Fed. Ins. Co.*, 189 F.3d 208, 216 (2d Cir. 1999) (applying New York law and citing Black’s Law Dictionary to inform interpretation of undefined term in insurance policy). The Sixth Circuit, citing the provided dictionary definitions, ultimately found the policyholder’s interpretation of the exclusion to be reasonable, such that the exclusion had to be “strictly construed against [the insurer]” and in favor of the policyholder. No. 23-3039 at \*27–30.

This victory underscores the value in developing plain language arguments that support the policyholder’s position in an insurance coverage dispute, and a useful and oft-overlooked tool for doing so—a dictionary. There often are many dictionaries to choose from, for example, Black’s Law Dictionary, Merriam-Webster, etc. A best practice is to cite a dictionary that not only supports your position, but that has already been cited by the court in which you are litigating.

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