UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EBooks Web Com, LLC v. The Hanover Insurance Company

EBooks Web Com · No. 25-cv-2923 · Decided December 11, 2025

SUMMARY

The United States District Court for the Eastern District of Pennsylvania denied EBooks Web Com, LLC’s second motion to compel appraisal concerning 1,856,612 books damaged in a fire. The court held that the parties’ dispute over whether replacement books were of “like kind and quality” involved policy interpretation, rather than an issue suitable for appraisal at that stage.

CASE DETAILS

COURT	United States District Court for the Eastern District of Pennsylvania
WRITING FOR THE COURT	Chad F. Kenney
JURISDICTION	United States District Court for the Eastern District of Pennsylvania
DECIDED	December 11, 2025
DOCKET	25-cv-2923
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought an insurance action and moved for a second time to compel appraisal of fire-damaged book inventory.
PRECEDENTIAL VALUE	unpublished federal district court memorandum; limited persuasive value
PARTIES	EBooks Web Com, LLC v. The Hanover Insurance Company

TOPICS

insurance coverage · contract interpretation · civil procedure · commercial litigation · breach of contract

PRACTICE AREAS

insurance · commercial litigation · contracts · civil procedure

QUESTIONS PRESENTED

1. Whether the disputed valuation of Plaintiff's damaged book inventory was suitable for appraisal.

2. Whether appraisal could determine the value of the inventory when the parties' disagreement depended on interpreting the policy's replacement-cost and actual-cash-value provisions.
3. Whether Plaintiff could obtain a limited, piecemeal appraisal while other appraisal-related issues remained premature.

HOLDINGS

1. Appraisal is limited to determining the dollar value of a loss through factual ascertainment and may not resolve disputes concerning the meaning or interpretation of an insurance policy.
2. Plaintiff failed to show that appraisal of the identified inventory was suitable at this juncture, because the parties' valuation dispute was driven by an unresolved policy-interpretation question.

KEY QUOTATIONS

> *“Appraisal is appropriate to determine only the dollar value of a loss”* (Discussion)

> *“appraisal is not appropriate to resolve interpretive disputes about the meaning of an insurance policy.”* (Discussion)

> *“But so too, insureds may not use compulsory appraisal to effectively resolve breach-of-contract issues.”* (Discussion)

FACTUAL BACKGROUND

Plaintiff, a bookseller, sought appraisal of inventory damaged in a fire. The inventory consisted of dated or slow-moving titles, while Plaintiff had replaced only a small fraction of it with current books. The parties disputed whether the newer titles were of "like kind and quality" under the policy and consequently disagreed about replacement-cost and actual-cash-value calculations.

PROCEDURAL HISTORY

Plaintiff previously moved to compel appraisal of losses arising from a fire. The Court denied the first motion as premature, after which Plaintiff filed a second motion seeking appraisal concerning 1,856,612 damaged books; the Court denied that motion because valuation depended on a disputed policy-interpretation issue.

DISPOSITION

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other
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CASES CITED

- McGourty v. Pa. Millers Mut. Ins. Co., 704 A.2d 663, 664 (Pa. Super. Ct. 1997) (per curiam)
- Williamson v. Chubb Indem. Ins. Co., No. 11-cv-6476, 2012 U.S. Dist. LEXIS 31648, at *9 (E.D. Pa. Mar. 8, 2012)
- Milligan v. CCC Info. Servs., 920 F.3d 146, 152–53 (2d Cir. 2019)
- Indian Chef, Inc. v. Fire & Cas. Ins. Co., No. 02 Civ. 3401, 2003 WL 329054, at *3 (S.D.N.Y. Feb. 13, 2003)