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Division III
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NO. 370402

COURT OF APPEALS STATE OF WASHINGTON
DIVISION III

WALTER FERNAU III,
Plaintiff/Appellant

v.

MUTUAL OF ENUMCLAW INSURANCE COMPANY
Defendant/Respondent

REPLY BRIEF OF APPELLANT WALTER FERNAU III

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I. ARGUMENT

A. Standard of Review

The parties agree that this Court's review is *de novo* and that insurance policy language may be interpreted as a matter of law. *See Vision One, LLC v. Philadelphia Indem. Ins. Co.*, 174 Wn.2d 501, 512, 276 P.3d 300, 305 (2012); (*see also* Brief of Respondent, p. 5.) As such, this Court may decide the issue of coverage as a matter of law. When making that decision, the parties agree that the Court is to accept the facts alleged by Dr. Fernau as true. (*see* Brief of Respondent, p. 6.) While the parties agree on the standard of review, they disagree on the application of legal principles governing the interpretation of the insurance policy's provisions. Hence, this appeal.

Since review is *de novo*, this Court may and should determine as a matter of law that Dr. Fernau's claim for damage caused by negligent boat operation is covered by the all-risk policy.

B. Rules Regarding Insurance Policy Construction and Interpretation Favor a Finding of Coverage and a Limitation of Exclusionary Language

Mutual of Enumclaw contends that it is bold to assert that Washington "law favors finding coverage." (Brief of Respondent, p. 7, n. 2.) Yet, the cases cited by Mutual of Enumclaw in its brief repeatedly

demonstrate that the guiding principle of Washington insurance law is to provide coverage for a loss unless it is clearly and unequivocally excluded from coverage.

Mutual of Enumclaw starts its argument on interpretation of insurance policies by stating: “The policy will be given a practical and reasonable interpretation that allows its subject and purpose to be fulfilled.” (Brief of Respondent, p. 7 citing *Quadrant Corp. v. American States Ins. Co.*, 154 Wn.2d 165, 171, 110 P.3d 733 (2005)).

So, what is the purpose of an all-risk insurance policy? Undeniably, the purpose of the insurance policy is to provide coverage to the insured to protect the insured from losses. In other words, insurance policies have a “fundamental protective purpose.” *Vision One, LLC v. Philadelphia Indem. Ins. Co.*, 174 Wn.2d 501, 512, 276 P.3d 300, 306 (2012) (citing *State Farm Fire & Cas. Co. v. Ham & Rye LLC*, 142 Wash.App. 6, 13, 174 P.3d 1175 (2007) (citing *Stuart v. Am. States Ins. Co.*, 134 Wash.2d 814, 818–19, 953 P.2d 462 (1998))).

That means, while a policy is allowed to have exclusions to coverage, such exclusions “will not be extended beyond their clear and unequivocal meaning.” *Stuart* 134 Wn.2d 818–19, 953 P.2d at 464. Which makes sense, since exclusions “are contrary to the fundamental protective purpose of insurance.” *Id.* Mutual of Enumclaw represented to Dr. Fernau

when it sold the policy, and to others when it collects premiums, that the owners are insured against all-risks of damage to their homes unless a risk is clearly excluded.

However, now that it is time to potentially pay a claim, it appears that Mutual of Enumclaw would like this Court to take the position that the protective purpose of an insurance policy is to protect the insurer from paying claims of catastrophic loss rather than covering the insured's losses.

In an attempt to support its contention that insurance law does not favor coverage, Mutual of Enumclaw cites multiple cases, but quotes little from any of them. (*see* Respondent's Brief, p. 7-10.) In examining the full text of cases Mutual of Enumclaw relies on, it is clear that Washington law favors a finding of coverage and a limitation of exclusions. For example:

- A Court will “consider the policy as a whole, and ... give it a ‘fair, reasonable, and sensible construction as would be given to the contract by the average person purchasing insurance.’” *Quadrant Corp. v. American States Ins. Co.*, 154 Wn.2d 165, 171, 110 P.3d 733 (2005) (quoting *Weyerhaeuser Co. v. Commercial Union Ins. Co.*, 142 Wash.2d 654, 666, 15P.3d 115 (2000)).

- There is a “general rule that an insurance policy must be considered as a whole with the court giving effect to each clause in it.” *American Star Ins. v. Grice*, 121 Wn.2d 869, 877, 854 P.2d 622, 627 (1993).

However, “[i]n the absence of evidence showing an understanding that coverage was intended to be excluded, we will construe the policy to provide coverage.” *Id.* at 878, 854. P.2d at 627.

- “Undefined terms are given their ‘plain, ordinary and popular’ meaning.” *Lynott v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, 123 Wn.2d 678, 691, 871 P.2d 146, 153 (1994) (quoting *Farmers Ins. Co. v. Miller*, 87 Wn.2d 70, 73, 549 P.2d 9 (1976)).

- “[T]he proper inquiry is not whether a learned judge or scholar can, with study, comprehend the meaning of an insurance contract’ but instead ‘whether the insurance policy contract would be meaningful to the layman’” *Boeing Co. v. Aetna Cas. and Sur. Co.*, 113 Wn.2d 869, 881, 784 P.2d 507, 513 (1990) (quoting *Dairyland Ins. Co. v. Ward*, 83 Wash.2d 353, 358, 517 P.2d 966 (1974)). “The language of insurance policies is to be interpreted in accordance with the way it would be understood by the average man, rather than in a technical sense.” *Id.*

- “[A]mbiguities in insurance contracts are construed in favor of the insured.” *Weyerhaeuser Co. v. Aetna Cas. & Sur. Co.*, 123 Wn.2d 891, 897, 874 P.2d 142, 145 (1994).

- “[T]he rule is thoroughly settled that policies of this and like character are to be construed liberally, and that ambiguous provisions or those capable of two constructions should be construed favorable to the

insured and most strongly against the insurer, plain, explicit language cannot be disregarded, nor an interpretation given the policy at variance with the clearly disclosed intent of the parties.” *Davis v. N. Am. Acc. Ins. Co.*, 42 Wn.2d 291, 296-97, 254 P.2d 722, 726 (1953).

Therefore, this Court should strictly construe any exclusions claimed by Mutual of Enumclaw and resolve any ambiguity in the policy in favor of finding coverage for Dr. Fernau’s loss in this case. If the policy does not clearly exclude damage caused by negligent operation of boats, then summary judgment was improper and the trial court’s decision should be reversed.

C. Damage Caused by Wakes from the Operation of a Boat Is Not Clearly and Unequivocally Excluded from Coverage – As Such, the Exclusion Does Not Apply to This Loss

All-risk insurance policies “provide coverage for all risks unless the specific risk is excluded,” and therefore “any peril that is not specifically excluded in the policy is an insured peril.” *Vision One, LLC v. Philadelphia Indem. Ins. Co.*, 174 Wn.2d 501, 513, 276 P.3d 300, 306 (2012).

In applying the general principles of insurance law to the all-risk policy at issue in this case, the question is whether a reasonable lay person would believe that their all-risk homeowner’s policy clearly excluded damage caused by negligent boat operation in language that references tidal

waves, floods and windblown water? Would a reasonable lay person interpret this exclusion as clearly extending to wakes created by boats, despite the complete lack of reference to any phenomenon created by man, much less boats specifically?

Mutual of Enumclaw does not cite an exclusion for damages caused by the operation of boats nor an exclusion for damages caused by wakes. That is because there is no exclusion in the policy that bars coverage for damages caused by boats nor wakes generated by boats. Instead, Mutual of Enumclaw relies upon an exclusion for damages caused by:

Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind.

(CP 58 Exclusion b.) (*see also* Brief of Respondent, p. 10.)

Mutual of Enumclaw argues that this exclusion clearly and unambiguously applies to “wakes.” In support of its argument, Mutual of Enumclaw provides four definitions from online resources. (Respondent’s Brief, p. 11-12). However, of the four cited definitions, only one uses the term “wave” in defining the term “wake.” (Brief of Respondent, App. A)

The definitions provided by *Merriam-Webster.com*, *Cambridge Dictionary*, and *Dictionary.com* clearly define a wake as an event resulting

from the movement of a boat through water and not as a “wave.”¹ (see Brief of Respondent, App. A) Given that three out of four of the cited definitions provide a definition that does not include “wave,” the term “wave” should either be interpreted as not including the term “wake” or should be deemed ambiguous at best. See *Am. Star Ins. Co. v. Grice*, 121 Wn.2d 869, 874, 854 P.2d 622, 625 (1993), supplemented, 123 Wn.2d 131, 865 P.2d 507 (1994) (“An ambiguity exists if the language is fairly susceptible to two different reasonable interpretations.”) Since, ambiguous exclusions must be construed against the drafter and in favor of the insured, the provision should be construed to not bar coverage for damages caused by wakes. See *Weyerhaeuser Co. v. Aetna Cas. & Sur. Co.*, 123 Wn.2d 891, 897, 874 P.2d 142, 145 (1994).

Under Mutual of Enumclaw’s hyper-technical application of the plain meaning doctrine to the policy language, if a water truck crashed near someone’s home and a sudden rush of water caused destruction, insurance companies could deny coverage because while the definition of flood is often understood to be “an overflowing of a large amount of water beyond its normal confines, especially over what is normally considered dry land,”

¹ While *Dictionary.com* lists “wave” as a related word it neither uses “wave” in the definition nor calls it a synonym. (see Brief of Respondent, App. A)

another accepted definition is “arriving in overwhelming amounts or quantities.” (See Appendix A to Reply Brief²) However, such result would be absurd, since the ordinary purchaser of insurance would not consider this be a “flood.” That is because the actual cause (i.e. the efficient proximate cause) of the water damage in that example was the crashing of the truck.

When the exclusion in this case is construed in accordance with Washington law and in a manner that an ordinary purchaser of insurance would understand the provision, the policy does cover Dr. Fernau’s loss caused by man-made wakes. To hold otherwise would be contrary to the fundamental protective purpose of insurance policies.

D. Enumclaw’s Policy Does Not Clearly Exclude Wakes Generated by Boats. As Such When the Efficient Proximate Cause of the Loss Is Negligently Operated Boats, Coverage Should be Found

Mutual of Enumclaw’s own policy language acknowledges Washington’s efficient proximate cause rule. Specifically, the exclusion relied on by Mutual of Enumclaw is preceded by a statement that:

Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:

- (1) directly and solely results in loss or damage; or

² Appellant used “Google” to define the term “flood” in light of the likelihood that that a reasonable lay person would use this tool to evaluate their policy terms.

- (2) initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

(CP 58 Exclusion b.) (*see also* Brief of Respondent, p. 3-4.) Noticeably, it does not state that if the excluded event is preceded by a different cause, then it is excluded. By expressly stating that the exclusion applies if a cause is the sole cause or the initiating cause, Mutual of Enumclaw is acknowledging that if there is contractual distinct, preceding cause, then the exclusion does not apply.

However, in an attempt to avoid the clear application of Washington law and its own policy language, Mutual of Enumclaw argues that the efficient proximate cause rule cannot apply because large wakes are the “intended result” of wake boats. (Brief of Respondent, p. 14) To maintain this argument, Mutual of Enumclaw realizes that it has to try to distinguish the present case from *Xia v. ProBuilders Specialty Ins. Co.*, 188 Wn.2d 171, 400 P.3d 1234 (2017), since the court in *Xia* applied the efficient proximate cause rule and found coverage for an otherwise excluded peril. In an effort to make a distinction, Mutual of Enumclaw argues that the rule applied in *Xia* because in that case the damages were the “unintended result of the negligently installed water heater....” (Brief of Respondent, p. 17.) This argument fails because although the damages may have been unintended,

the emission of carbon monoxide by the water heater is the natural byproduct of the combustion that a natural gas water heater produces. It was the improper venting that caused damages.

In the same way, the damage caused to Dr. Fernau's home is the "unintended result" of the operation of these boats on Newman Lake. Even if large wakes are a possible result of the operation of wake boats, there is nothing in the record that suggests that the intended result is to cause wakes to crash upon the shore and cause damage to another's property. This brings up an important procedural point. Specifically, Mutual of Enumclaw's argument at summary judgment and on appeal is based on an inference as to the boat operator's intent. Mutual of Enumclaw has repeatedly acknowledged that all facts and reasonable inferences have to be viewed in a light most favorable to Dr. Fernau, yet it continually infers that the intent of boat operators is in its own favor.

Under the standards of summary judgment, the operation of boats in a manner that causes damage is best described as unintended and due to negligent operation of such wake boats. And how do we know that operation in such a manner is negligent? Because, Washington law prohibits operation of boats in such a manner. *See* RCW 79A.60.030. The operation of these boats in a part of the lake that does not cause damage to the shoreline is not

negligent. It is where and how these boats are operated that amounts to negligence.

Under Mutual of Enumclaw's interpretation, if a policy excluded damage caused by earth movement and a person negligently operated excavating equipment on property adjacent to an insured's home and caused damage, there would be no coverage since the equipment was designed to move earth and earth movement is excluded. However, the Washington Supreme Court has already expressly rejected this argument. *See Villella v. Pub. Employees Mut. Ins. Co.*, 106 Wn.2d 806, 819, 725 P.2d 957, 964 (1986) (holding that a "factual questions remain as to whether an alleged negligently constructed drainage system (a covered peril) was the efficient proximate cause of the loss. If so, the earth movement exclusionary clause would *not* exclude coverage)."

Dr. Fernau's claim lines up with Mutual of Enumclaw's interpretation of *Xia*. (i.e. Damages to Dr. Fernau's property was the unintended result of negligently operated motor boats in the same way that the damage in *Xia* was the unintended result of negligent installation) The negligent boat operation, which is a contractually distinct peril under the policy, should be deemed the efficient proximate cause of Dr. Fernau's loss. Therefore, coverage should be afforded under the policy.

E. The Exclusion For Damages Caused By Waves Does Not Clearly And Unequivocally Apply To Wakes From Boats.

As previously discussed, the exclusion at issue in this case applies to “waves” and based on definitions cited by Mutual of Enumclaw it is ambiguous whether or not such term includes the term “wakes.”

In light of the ambiguity, Mutual of Enumclaw argues that this Court should look to an Indiana Court of Appeals decision when defining the term “wave.” (Brief of Respondent, p. 19 (discussing *O’Meara v. American States Ins. Co.*, 148 Ind. App. 563, 268 N.E.2d 109 (1971))).

Clearly, this is not binding authority. More importantly, *O’Meara* is distinguishable. In *O’Meara*, the Indiana Court focused its analysis on whether or not the exclusion for “waves” included waves that were “motivated by natural forces and those motivated by artificial forces.” *O’Meara*, 148 Ind. App. at 568, 268 N.E.2d at 112. The *O’Meara* case did not deal with allegations of wakes generated by negligent or reckless boat operation. *See generally*, *O’Meara* 148 Ind. App. 563, 268 N.E.2d 109. Rather the loss occurred from increases in apparently normal boat activity. *See Id.*

It is unclear whether Indiana had adopted the efficient proximate cause rule at the time of the *O’Meara* decision, but it is apparent that the Indiana Court of Appeals did not address the efficient proximate cause rule

in that particular case. *See generally O'Meara*, 148 Ind. App. 563, 268 N.E.2d 109). Whereas here, the primary focus of Dr. Fernau's argument is on the efficient proximate cause of his loss. So, even if this Court were to adopt the *O'Meara* definition of "wave," the efficient proximate cause of Dr. Fernau's loss is still negligent or reckless operation of wake boats. As previously discussed, damages caused by such boat operation is a covered loss.

Dr. Fernau is not asking this court to invalidate the express exclusion for damage caused by waves. He is asking this court to find this exclusion does not extend to damage caused by boat operation. This interpretation would not render the exclusion meaningless. If the exclusion is interpreted in a manner that would be understood by the ordinary purchaser of insurance and the efficient proximate cause is applied, while there is not coverage for damaged caused by wind driven waves, there is coverage for a loss caused by boat-generated wakes.

F. Based On *Bowers*, The Provision In This All-Risk Policy Providing Coverage For Vandalism Should Cover Dr. Fernau's Loss Caused By Negligently Operated Boats.

As previously outlined, there is no requirement that the All-Risk policy expressly list negligent boat operation as a covered peril in order for the court to find coverage. Yet, the All-Risk policy issued by Mutual of

Enumclaw to Dr. Fernau does have numerous expressly covered, contractually distinct perils, including the following provision:

However, we do cover breakage of the property by or resulting from:...

d. aircraft, vehicles, vandalism and malicious mischief, or volcanic eruption...

f. water not otherwise excluded;

(CP 57.)³ This is important for two reasons. First, under the express terms of the policy, Mutual of Enumclaw treats aircraft and or vehicle operations as contractually distinct perils from damage caused by waves. But second, the policy also expressly covers losses “caused by vandalism and malicious mischief,” provided the dwelling was not “vacant for more than 30 consecutive days immediately before the loss.” (CP 57.)

In *Bowers v. Farmers Ins. Exchange*, the Washington State Court of Appeals held that coverage was allowed under “vandalism” and “malicious mischief” provisions where “[p]roperty has been damaged ‘willfully and maliciously’ if the damage results from an intentional act from which damage was reasonably expected to result.” See *Bowers v. Farmers Ins. Exchange*, 99 Wn. App. 41, 45 991 P.2d 734 (2000).

³ Mutual of Enumclaw states, without citation to the record that this provision only applies to personal property. (Brief of Respondent, p. 3.)

Mutual of Enumclaw acknowledges that there is coverage for vandalism and malicious mischief under the terms of the policy issued to Dr. Fernau, but Mutual of Enumclaw attempts to distinguish Dr. Fernau's loss from the losses at issue in *Bowers* and *Graff*. (Brief of Respondent, p. 21-23 (discussing *Bowers v. Farmers Ins. Exchange*, 99 Wn. App. 41, 991 P.2d 734 (2000) and *Graff v. Allstate Ins. Co.*, 113 Wn. App. 799, 54 P.3d 1266 (2002).) Mutual of Enumclaw argues that to be considered vandalism or malicious mischief under *Bowers*, that the vandal has to have "intended to cause the damage." (Brief of Respondent, p. 22 (underline removed).) Mutual of Enumclaw misreads *Bowers* and *Graff*.

Ironically, in interpreting the efficient proximate cause rule, Mutual of Enumclaw's argument is based on the inference that the boat operators intended to create a large wave, but in interpreting the vandalism provision, Mutual of Enumclaw argues that the operators did not intend to cause damage. In interpreting both policy provisions on summary judgment, any ambiguity regarding inference of intent should be resolved in Dr. Fernau's favor.

However, in neither *Bowers* nor *Graff* did the Court of Appeals hold that the resultant damages must be intended. Rather the court, in each case, held that the "act" or "acts" need to be "intentional." *Bowers*, 99 Wn. App. at 45 991 P.2d 734; *see also Graff*, 113 Wn. App. at 805, 54 P.3d at 1269.

In order to trigger coverage for the damages to Dr. Fernau's property, there is no need to prove that the boaters intended to damage Dr. Fernau's property. Instead, in accordance with *Bowers*, it is the act of boating that needs to be intended and not the resultant damage. Here, viewing the facts and evidence in a light most favorable to Dr. Fernau, the record supports the conclusion that boats were operated in a manner with disregard for the rights of the property owners along the shoreline. (CP 115 ¶11, CP 96 ¶7 (Dr. Fernau and his neighbors observed the reckless manner in which boats were operated.)) (*see also* CP 120 ¶14, CP 131-135 (the reckless boat operation was so notable that it became the subject of *The Spokesman Review's* reporting.)) The record supports a conclusion that a loss covered by the reckless operation of boats, and wakes produced therefrom, is covered under the policy's vandalism provision. As such, the Court improperly granted summary judgment denying coverage.

G. Since The Cause Of Dr. Fernau's Loss Is Boat Operation There Should Be A Finding Of Coverage.

Mutual of Enumclaw acknowledges that losses caused by "boat operation" are covered by the All-Risk Policy and then argues that "It Was Unnecessary for Enumclaw To Exclude 'Boat Operation' Under the Policy." (Brief of Respondent, p. 23.)

In support of that contention, Mutual of Enumclaw cites *Johnson v. Allstate Ins.*, 845 F. Supp. 2d 1170 (W.D. Wash. 2012). (Brief of Respondent, p.24.) However, *Johnson* actually supports a conclusion that Mutual of Enumclaw should have explicitly included waves generated by boats in its exclusion. In *Johnson*, the Court found the exclusion “at best ambiguous” since “the Policy makes no mention of destructive materials propelled by waves” *Johnson v. Allstate Ins. Co.*, 845 F. Supp. 2d at 1174. As such, the Court had to strictly construe the exclusion against the insurer. *See Id.* at 1175. If the logic of *Johnson* were extended to this case, then Mutual of Enumclaw’s failure to expressly list “boat operation” in the exclusion would require the Court to strictly construe the exclusion against Mutual of Enumclaw and find coverage.

In a further attempt to invoke the exclusion, Mutual of Enumclaw repeatedly characterizes a “wave,” as the cause of Dr. Fernau’s loss. (Brief of Respondent, p.23-24.) Mutual of Enumclaw’s argument highlights its desperate attempt to distract the court from the efficient proximate cause and the actual initiating cause in this case, negligent boat operation.

“The efficient proximate cause” is the event that “sets other causes into motion which, in an unbroken sequence, produce the result for which recovery is sought.” *McDonald v. State Farm Fire and Cas. Co.*, 119 Wn.2d 724, 731, 837 P.2d 1000, 1004 (1992). Here, the exclusion should not apply,

because the boat operation, which is a contractually distinct and expressly covered peril, is the act that set into motion the wakes, which resulted in the loss. As such, the negligent boat operation is the efficient proximate cause.

H. The Trial Court Dismissed The Insurance Fair Conduct Act (“IFCA”) Claim, Because It Found No Coverage. If There Is A Finding Of Coverage – Or A Question Of Fact On Coverage, There Is No Basis For Dismissing The IFCA Claim.

In its brief, it appears that Mutual of Enumclaw misconstrues why the Trial Court dismissed the IFCA Claim. (*see* Brief of Respondent, p. 25) Contrary to what Mutual of Enumclaw contends, Mutual of Enumclaw did not argue to the Trial Court that that liability would attach if it “unreasonably denies a claim.” Instead, at summary judgment, Mutual of Enumclaw argued both in its briefing and at oral argument that under *Perez-Cristantos v. State Farm Fire & Casualty Co.*, 187 Wn.2d 669, 389, P.3d 476 (2017) that if “[t]here’s no wrongful denial of coverage then individual WAC violations cannot support an IFCA claim.” (RP 30; *see* also CP 45.) The Court agreed that if there was no wrongful denial of coverage, then there would be no IFCA claim. (RP 30.) The Trial Court dismissed the IFCA claim because it interpreted the policy to not allow coverage. If the Trial Court had found coverage, then the IFCA claim would have survived.

As such, upon reversal of the summary judgment dismissal on the coverage issue, this Court should also reverse and reinstate Dr. Fernau's IFCA Claim.

II. CONCLUSION

The entire purpose of an All-Risk insurance policy is to provide protection for the insured. A reasonable lay person understands that the policy covers all risks, unless they are clearly and expressly excluded from coverage. As such, any exclusionary language should be carefully examined and only applied if it clearly and unequivocally excludes the loss.

The policy provision before this Court does not clearly exclude wakes generated by boats from its coverage. As such, coverage should be afforded to Dr. Fernau. But, even if the policy's exclusion for damages caused by waves was interpreted to include "wakes," the Court needs to look at the efficient proximate cause of the loss. Here, it is the negligent operation of the boats that set off a chain of events that caused Dr. Fernau's loss. The boat operation is the efficient proximate cause of Dr. Fernau's loss – a cause that is expressly covered by the All-Risk policy.

Therefore, Dr. Fernau respectfully requests that this Court reverse the decision of the Trial Court and reinstate his claim for breach of contract and his IFCA claim.

Dated this 6th day of April, 2020.

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CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of April, 2020, a true and correct copy of the REPLY BRIEF OF APPELLANT WALTER FERNAU III was served on the following individual in the manner described below:

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- | | |
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| <input type="checkbox"/> | VIA HAND DELIVERY |
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| <input type="checkbox"/> | VIA FACSIMILE |
| <input checked="" type="checkbox"/> | VIA E-MAIL |

I certify and declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.



Audrey D. Runcorn, Paralegal

APPENDIX A

Google Dictionary Definition of “Flood”

NO. 370402
COURT OF APPEALS STATE OF WASHINGTON
DIVISION III

Fernau v. Mutual of Enumclaw Insurance Company
REPLY BRIEF OF APPELLANT WALTER FERNAU III



define flood



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Dictionary

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noun

- 1. an overflowing of a large amount of water beyond its normal confines, especially over what is normally dry land.
"a flood barrier"

Similar: inundation swamping deluge torrent overflow flash flood

- 2. an outpouring of tears or emotion.
"Rose burst into such a flood of tears and sobs as I had never seen"

Similar: outpouring torrent rush stream gush surge cascade

verb

- 1. cover or submerge (a place or area) with water.
"the dam burst, flooding a small town"

Similar: inundate swamp deluge immerse submerge drown

- 2. arrive in overwhelming amounts or quantities.
"sunlight flooded in at the windows"

Similar: pour stream surge swarm pile crowd throng

Translations, word origin, and more definitions

From Oxford

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People also ask

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What is the cause of flood?

What is a flood in science?

How does NFIP define flood?

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