

COURT OF APPEALS
STATE OF WASHINGTON
2015 AUG 10 AM 8:50

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

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| BAYVIEW HEIGHTS OWNERS ASSOCIATION, a Washington nonprofit corporation, |) | NO. 72244-1-I |
| |) | |
| Appellant/Cross-Respondent, |) | DIVISION ONE |
| |) | |
| v. |) | |
| |) | |
| PHILADELPHIA INDEMNITY INSURANCE COMPANY, a foreign corporation; |) | UNPUBLISHED OPINION |
| |) | |
| Respondent, |) | |
| |) | |
| THE TRAVELERS INDEMNITY COMPANY, a foreign corporation, |) | |
| |) | |
| Respondent/Cross-Appellant. |) | FILED: August 10, 2015 |
| _____ |) | |

LAU, J. —This appeal involves a dispute over the meaning of the term “collapse” in the insurance contract. In Queen Anne Park Homeowners Ass'n v. State Farm Fire and Casualty Company, No. 90651-3, 2015 WL 3795796, at *1 (Wash. June 18, 2015), our Supreme Court held “that in the insurance contract, ‘collapse’ means ‘substantial impairment of structural integrity.’ ‘Substantial impairment of structural integrity’ means

substantial impairment of the structural integrity of a building or part of a building that renders such building or part of a building unfit for its function or unsafe and, under the clear language of the insurance policy here, must be more than mere settling, cracking, shrinkage, bulging, or expansion.” The relevant insurance contract provisions here are nearly identical to the provisions at issue in Queen Anne Park Homeowners Ass’n. Because this case controls, the appeal in this case is moot. We remand to the trial court for further proceedings.

Jan, J.

WE CONCUR:

Trickey, J.

Spears, C.J.