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**CERTIFICATION FROM
THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT IN**

QUEEN ANNE PARK HOMEOWNERS ASSOCIATION,
a Washington non-profit corporation

Plaintiff-Appellant,

v.

STATE FARM FIRE AND CASUALTY COMPANY,
a foreign insurance company,

Defendant-Appellee

Washington Supreme Court No. 90651-3
U.S. Court of Appeals for the Ninth Circuit No. 12-36021

PLAINTIFF-APPELLANT'S OPENING BRIEF

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I. INTRODUCTION

If an undefined word in an insurance policy is susceptible to more than one reasonable interpretation, a court applying Washington law “must” adopt the interpretation that most favors the policyholder. In the State Farm insurance policies at issue in this case, the word “collapse” is undefined. According to the dictionary, one definition of “collapse” is “a breakdown of vital energy, strength, or stamina.” Consistent with that definition, courts in other jurisdictions have interpreted “collapse” as “substantial impairment of structural integrity,” as opposed to “actually fallen down.” State Farm itself has interpreted “collapse” as “a state of substantial structural impairment” while adjusting other claims. Moreover, State Farm sells other insurance policies that do define “collapse”—a fact that Washington law construes against State Farm. Finally, unlike courts in jurisdictions that have rejected the “substantial impairment of structural integrity” definition, Washington courts do not interpret policy language based on a party’s “reasonable expectations” or public policy.

For each of these reasons, Plaintiff-Appellant Queen Anne Park Homeowners Association respectfully requests that this Court interpret the undefined term “collapse” in the manner that most favors policyholders: “substantial impairment of structural integrity.”

II. ASSIGNMENT OF ERROR

Assignment of error: The United States District Court erred in ruling on summary judgment that “collapse,” when undefined in an insurance policy, does not mean “substantial impairment of structural integrity.”

Issue pertaining to the assignment of error: If an undefined term in an insurance policy is susceptible to more than one reasonable interpretation, a court must adopt the one that most favors the policyholder. According to the dictionary, the decisions of other jurisdictions, and the

insurer's own conduct, one reasonable interpretation of "collapse" is "substantial impairment of structural integrity." Did the District Court err in refusing to adopt that interpretation?

III. STATEMENT OF THE CASE

State Farm sold the Association six property insurance policies with consecutive annual policy periods from October 18, 1992 to October 18, 1998 ("the Policies"). ER 199. The "Losses Insured" section of each Policy provides "all-risk" coverage—insurance for any accidental "direct physical loss" that is not excluded:

We insure for accidental direct physical loss to property covered under this policy unless the loss is: 1. limited in the PROPERTY SUBJECT TO LIMITATIONS section; or 2. excluded in the LOSSES NOT INSURED section that follows.

ER 120. A separate "Extensions of Coverage" section then extends coverage to certain enumerated perils. One of these "extensions" affords coverage for "collapse" of "any part of a building" caused by "hidden decay":

EXTENSIONS OF COVERAGE

....

4. Collapse.

- a. We will pay for any accidental direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

....

- (2) hidden decay

ER 141. The Policies do not define "collapse," other than to say it "does not include settling, cracking, shrinking, bulging or expansion." *See* ER 142.

A building inspection at the Association's condominium uncovered severe decay behind the buildings' exterior siding. *See* ER 120-21. The Association retained professional engineer Robb Dibble to investigate further. Mr. Dibble observed that portions of the buildings' "shear walls"—structural elements of the buildings—were severely decayed. ER 121. Until the exterior

siding was removed during Mr. Dibble's inspection, these decayed structural elements had been hidden from view. ER 121. Mr. Dibble ultimately concluded that at some locations of the buildings, this previously-hidden decay had substantially impaired the structural integrity of the buildings' walls. ER 121-22.

The Association submitted a claim to State Farm, which retained engineer Jim Perrault to investigate. ER 217. Mr. Perrault also found severe decay in the buildings' sheathing: "The underlying plywood sheathing was severely decayed." ER 193, ¶ 11. He further acknowledged that some of the buildings' exterior walls function as "shear walls." ER 191. Yet unlike Mr. Dibble, Mr. Perrault apparently did not evaluate whether any of the decayed sheathing had substantially impaired the structural integrity of "any part of [the] building." ER 200. Based on Mr. Perrault's investigation, State Farm denied the Association's claim. ER 222.

The Association sued State Farm in United States District Court. The Association then moved for summary judgment, seeking an order that the Policies' "collapse" provision covers "substantial impairment of structural integrity" caused by "hidden decay." ER 223-25.

Apparently believing that this Court was about to address the "collapse" definition issue, District Court Judge Thomas Zilly denied the Association's motion "without prejudice to raising the 'collapse' issue again after" this Court decided *Sprague v. Safeco Ins. Co. of Am.*, 174 Wn.2d 524, 276 P.3d 1270 (2012), and its companion case, *Vision One LLC v. Philadelphia Indem. Ins. Co.*, 174 Wn.2d 501, 276 P.3d 300 (2012). See ER 72-86. This Court filed its opinions in *Sprague* and *Vision One* in May 2012, but did not reach the question of how to define "collapse." See, e.g., *Sprague*, 174 Wn.2d at 529 ("We need not decide whether the deck has collapsed due to the loss of structural integrity even though it had not fallen to the ground."). The Association therefore renewed its summary judgment motion. ER 13-14.

Judge Zilly denied the motion, concluding that this Court would require a policyholder to prove, “in addition to” a “substantial impairment of structural integrity,” an “imminent threat of collapse”:

Even if Washington were to adopt a relaxed standard that is somewhere short of ‘rubble on the ground,’ it would require an insured seeking coverage under a collapse provision to show, *in addition to* a substantial impairment of structural integrity, an imminent threat of collapse.

ER 13-14 (emphasis added). Although Judge Zilly appeared to tautologically define “collapse” by reference to the word itself (*i.e.*, “collapse” means “an imminent threat of collapse”), the phrase “in addition to” demonstrated that he was requiring the Association to prove that its buildings were “imminently” *falling down to the ground*. Consistent with this, the order went on to state that the Association would have to “show cause” why summary judgment should not be entered in favor of State Farm, on grounds that the buildings could not have been “imminently” falling down since the State Farm policy periods. *See* ER 14.

The Association conceded that it could not satisfy the “imminently falling down” standard and therefore did not oppose the show cause order (though the Association again opposed Judge Zilly’s interpretation of “collapse”). ER 25-27. Judge Zilly then granted summary judgment to State Farm and dismissed the Association’s lawsuit. ER 3.

After the Association appealed to the Ninth Circuit, it moved to certify the “collapse” interpretation issue to this Court. State Farm did not oppose the Association’s motion and filed its own cross-motion for certification. The Ninth Circuit granted the motions, issuing an “Order Certifying a Question to the Washington Supreme Court” on August 19, 2014:

[W]e respectfully certify the following question to the Washington Supreme Court:

What does “collapse” mean under Washington law in an insurance policy that insures “accidental direct physical loss involving collapse,” subject to the policy’s terms, conditions, exclusions, and other provisions, but does not define

“collapse,” except to state that “collapse does not include settling, cracking, shrinking, bulging or expansion?”

IV. ARGUMENT

A. **“Collapse” Is Subject to More than One Reasonable Interpretation, and Must Therefore Be Construed in Favor of the Association**

Under Washington law, if a “clause in an insurance policy is ambiguous, the meaning and construction most favorable to the insured must be applied.” *Jeffries v. Gen. Cas. Co. of Am.*, 46 Wn.2d 543, 546, 283 P.2d 128 (1955). This is not a novel rule—it is likely the oldest and most often cited tenet of insurance policy interpretation in the country:

[T]he *contra proferentem* rule is followed in all fifty states and the District of Columbia, and with good reason. Insurance policies are almost always drafted by specialists employed by the insurer. In light of the drafters’ expertise and experience, the insurer should be expected to set forth any limitations on its liability clearly enough for a common layperson to understand; if it fails to do this, it should not be allowed to take advantage of the very ambiguities that it could have prevented with greater diligence.

Emter v. Columbia Health Servs., 63 Wn. App. 378, 384, 819 P.2d 390 (1991) (quoting *Kunin v. Benefit Trust Life Ins. Co.*, 910 F.2d 534, 540 (9th Cir. 1990)).

Significantly, this Court has characterized the *contra proferentem* rule as compulsory: if a word in an insurance policy has more than one reasonable interpretation, then a court must adopt the one that favors the insured—even if the court thinks an alternative definition makes more sense. *See, e.g., Dairyland Ins. Co. v. Ward*, 83 Wn.2d 353, 358, 517 P.2d 966 (1974) (“It is Hornbook law that where a clause in an insurance policy is ambiguous, the meaning and construction most favorable to the insured must be applied . . .”) (emphasis added); *Witherspoon v. St. Paul Fire & Marine Ins. Co.*, 86 Wn.2d 641, 650, 548 P.2d 302 (1976) (“It is fundamental that ambiguities in the policy must be construed against the insurer and in favor of the insured.”) (emphasis added);

cf. State ex rel. Billington v. Sinclair, 28 Wn.2d 575, 581, 183 P.2d 813 (1947) (“Words or phrases which are generally regarded as making a provision mandatory, include ‘shall,’ and ‘must.’”).

“A term will be deemed ambiguous if it is susceptible to more than one reasonable interpretation.” *Holden v. Farmers Ins. Co. of Wash.*, 169 Wn.2d 750, 756, 239 P.3d 344 (2010). Thus, the issue in this case can be distilled down to: is “substantial impairment of structural integrity” a reasonable interpretation of “collapse”? According to the dictionary, the decisions of courts in other jurisdictions, and State Farm’s own conduct, it is.

Justice Stephens addressed the dictionary definition of “collapse” in *Sprague*. The question in that case was whether “collapse” that allegedly resulted from “dry rot” constituted a distinct loss for purposes of a policy’s “ensuing loss” provision. *See Sprague*, 174 Wn.2d at 528. The insurer (Safeco) argued that no “collapse” had occurred because the policyholder’s deck had not yet fallen to the ground. The majority concluded that it need not address that issue because regardless of what “collapse” meant, it was not an ensuing loss. *See Sprague*, 174 Wn.2d at 529 (explaining Court “need not decide whether the deck had collapsed due to the loss of structural integrity” because collapse “did not constitute a separate loss apart from” defective workmanship and rot).

In dissent, Justice Stephens agreed with the majority’s decision not to accept Safeco’s definition of “collapse”:

Safeco insists that, even if its policy covers collapse, coverage should apply only when a structure actually falls down. The majority does not endorse this argument, and for good reason. Absent a policy definition, courts have generally rejected the fall-down notion of collapse in favor of the more liberal standard, “substantial impairment of structural integrity.”

Sprague, 174 Wn.2d at 534 (Stephens, J., dissenting) (quoting *Mercer Place Condo. Ass’n v. State Farm Fire & Cas. Co.*, 104 Wn. App. 597, 602 n.1, 17 P.3d 626 (2000)). Justice Stephens went on to explain that this Court “implicitly adopted” the “substantial impairment of structural integrity” definition in *Panorama Vill. Condo. Owners Ass’n Bd. of Dirs. v. Allstate Ins. Co.*, 144

Wn.2d 130, 26 P.3d 910 (2001), which was also consistent with how the dictionary defines “collapse”:

We implicitly adopted the more liberal definition of collapse in [*Panorama Village*]. . . . This formulation is consistent with the dictionary definition of collapse, which defines “collapse” to include not only a falling down, but also “a breakdown of vital energy, strength, or stamina.” Webster’s Third New International Dictionary 443 (2002).

Sprague, 174 Wn.2d at 534 (Stephens, J., dissenting).

Thus, because the dictionary indicates that “substantial impairment of structural integrity” is a reasonable definition of “collapse,” that is the definition this Court should adopt. See *Boeing Co. v. Aetna Cas. and Sur. Co.*, 113 Wn.2d 869, 877, 784 P.2d 507 (1990) (courts should look to “standard English language dictionaries” to give undefined policy terms their “plain, ordinary, and popular” meaning).

Decisions from other jurisdictions also demonstrate that “substantial impairment of structural integrity” is a reasonable interpretation of “collapse.” As the Connecticut Supreme Court explained in *Beach v. Middlesex Mut. Assurance Co.*, 532 A.2d 1297, 1300 (Conn. 1987), “the term ‘collapse’ is sufficiently ambiguous to include coverage for any substantial impairment of the structural integrity of a building.” In fact, courts in other jurisdictions are increasingly deciding that “collapse” is susceptible to more than one reasonable interpretation: “The modern trend is to find the word ‘collapse’ ambiguous” *Ocean Winds Council of Co-Owners, Inc. v. Auto-Owner Ins. Co.*, 565 S.E.2d 306, 307 (S.C. 2002).

Thus, because these courts typically follow the same *contra proferentem* rule that governs in Washington, “a majority of jurisdictions” considering the issue have adopted the definition that most favors the insured—“substantial impairment of structural integrity”:

[T]he broader and so-called modern definition, which is followed by a majority of jurisdictions, defines “collapse” as a “substantial impairment of the structural integrity of the building or any part of a building.”

Monroe Guar. Ins. Co. v. Magwerks Corp., 829 N.E.2d 968, 972-73 (Ind. 2005) (quoting 43 Am. Jur. 2d Insurance § 1282 (2004)).¹ Conversely, “the cases . . . which hold that ‘collapse’ unmistakably connotes a sudden falling in, loss of shape, or flattening into a mass of rubble, have come to be in the distinct minority.” *Beach*, 532 A.2d at 1300.

The Association is obviously not maintaining that this Court is bound by these non-Washington decisions. Nor is the Association advocating that this Court simply tally up the “fallen down” and “substantial impairment of structural integrity” holdings and pick the majority rule. Rather, the Association’s point is that these other decisions illustrate—in addition to expressly stating—that “substantial impairment of structural integrity” is one reasonable way to interpret

¹ See also *Am. Concept Ins. Co. v. Jones*, 935 F. Supp. 1220, 1228 (D. Utah 1996) (“[T]he Joneses need only show that there is an issue of material fact regarding whether their home ‘or any part of’ their home sustained substantial impairment to its structural integrity.”); *Schray v. Fireman’s Fund Ins. Co.*, 402 F. Supp. 2d 1212, 1218 (D. Or. 2005) (“After reviewing the trend in the case law, I conclude that the Oregon Supreme Court would also follow the modern trend and apply the collapse coverage if any part of the building sustained substantial impairment to its structural integrity.”); *Ercolani v. Excelsior Ins. Co.*, 830 F.2d 31, 34 (3d Cir. 1987) (“[W]e must agree with the trial court that the New Jersey courts would, and a diversity court must, read the collapse peril as covering a serious impairment of structural integrity”); *Nationwide Mut. Fire Ins. Co. v. Tomlin*, 352 S.E.2d 612, 615 (Ga. Ct. App. 1986) (“Because that interpretation [‘substantial impairment of structural integrity’] more realistically reflects the purposes of the policy, we adopt it as our own.”); *Gov’t Employees Ins. Co. v. De James*, 261 A.2d 747, 751 (Md. 1970) (“[T]he ambiguity is resolved in favor of the insured by holding that any serious impairment of structural integrity is a collapse within the policy coverage.”); *Auto Owners Ins. Co. v. Allen*, 362 So. 2d 176, 177-78 (Fla. Ct. App. 1978) (“Our holding that collapse in this policy means material and substantial impairment of the basic structure of a building or a part of a building is based on the ambiguity of the term.”); *Royal Indem. Co. v. Grunberg*, 155 A.D.2d 187, 189-90 (N.Y. App. Div. 1990) (“In the view of a numerical majority of American jurisdictions, a substantial impairment of the structural integrity of a building is said to be a collapse”); *Bradish v. British Am. Assurance Co.*, 101 N.W.2d 814, 816 (Wis. 1960) (“[The] wall had bulged and cracked in such a manner as to impair materially the wall’s basic structure and substantial integrity. We conclude, therefore, that a collapse occurred to a part of the insured building and the defendant is liable upon its policy for the loss attendant upon ‘collapse.’”); *Chafin ex rel. Estate of Bradley v. Farmers & Mechs. Mut. Ins. Co. of W. Va.*, 751 S.E.2d 765, 770 (W. Va. 2013) (“In strictly construing the term against the [insurer] and in favor of the insured, this Court finds that the term ‘collapse’ . . . should be construed . . . to include substantial impairment of the structural integrity of the floor.”); *Indiana Ins. Co. v. Liaskos*, 697 N.E.2d 398, 405 (Ill. Ct. App. 1998) (“We are impressed with the fact that substantial impairment to the structural integrity of a building comes within the dictionary definition of the term ‘collapse’ and should be sufficient to trigger coverage under the term ‘collapse.’”); *Sandalwood Condo. Ass’n at Wildwood, Inc. v. Allstate Ins. Co.*, 294 F. Supp. 2d 1315, 1318 (M.D. Fla. 2003) (“The structure need not be in imminent danger of collapse, but the damage to it must substantially impair the structural integrity of the building.”); *Rankin ex rel. Rankin v. Generali-U.S. Branch*, 986 S.W.2d 237, 238 (Tenn. Ct. App. 1998) (reversing trial court’s ruling that “collapse” requires “complete falling down of the wall”).

“collapse.” Put another way, unless this Court can say that all of these other judges who interpreted “collapse” as “substantial impairment of structural integrity” did so *unreasonably*, then according to this Court’s precedent, it must also adopt that definition.

Finally, State Farm’s own conduct demonstrates that “substantial impairment of structural integrity” is *a* reasonable interpretation of “collapse.” The record contains a letter in which State Farm explained to its policyholder the results of a different “collapse” claim investigation. *See* ER 92-93. In performing that investigation, State Farm and its engineer determined whether the insured structure was in “a state of substantial structural impairment.” *Id.* No court ordered State Farm to use that definition. Nothing in the letter indicates the policyholder proffered that definition. State Farm *chose* to equate “collapse” with “substantial structural impairment.” State Farm interpreted the word *it* wrote in *its* policy as “substantial structural impairment.”

State Farm did the same thing in *Mercer Place*. In that case, a condominium association sued State Farm under a “collapse” clause materially identical to the one at issue here. The question on appeal was whether the policy covered damage that occurred during the policy period, but did not rise to the level of “collapse” until after the policy period. Before addressing that issue, the Court of Appeals explained that the policyholder and State Farm had already agreed that “collapse” meant “substantial impairment of structural integrity”: “Washington has not decided the meaning of ‘collapse’ as used in first-party insurance policies, and this case does not require us to do so, as Mercer Place and State Farm have agreed that the word ‘collapse’ as used in Mercer Place’s policy means ‘substantial impairment of structural integrity.’” *Mercer Place*, 104 Wn. App. at 602.

Thus, notwithstanding what State Farm now *argues*, its conduct demonstrates that it too believes “substantial impairment of structural integrity” is *a* reasonable definition of “collapse.”

Moreover, because the Association agrees with that interpretation, this Court should give it “great, if not controlling, weight.” See *Toulouse v. New York Life Ins. Co.*, 40 Wn.2d 538, 541, 245 P.2d 205 (1952) (“If there b[e] any ambiguity in a contract, the interpretation which the parties have placed upon it is entitled to great, if not controlling, weight in determining its meaning.”). Unless this Court can say that the parties have unreasonably interpreted their own contract, then this Court must also adopt the “substantial impairment of structural integrity” definition.

According to this Court’s precedent, this case does not turn on what definition of “collapse” a judge thinks is best. The question is not what definition a judge thinks is more logical, or most in line with what the insurer likely intended, or what generates the best public policy. The sole question is: has the policyholder proffered a reasonable interpretation of the policy language? If so—and even if other interpretations might also be reasonable (or even *more* reasonable)—then this Court must adopt the definition that most favors the insured.

It is precisely this kind of reasoning that led other United States District Court judges to predict that this Court would adopt the “substantial impairment of structural integrity” standard. In *Dally Props., LLC v. Truck Ins. Exch.*, 2006 WL 1041985 (W.D. Wash. April 5, 2006), Judge Robert Lasnik considered whether “collapse coverage . . . extends to structures suffering substantial impairment of structural integrity.” *Dally*, 2006 WL 1041985, at *2. Citing *Panorama Village* and *Mercer Place*, he concluded “the Washington Supreme Court would adopt the majority view of ‘substantial impairment of structural integrity.’” *Dally*, 2006 WL 1041985, at *2.

Judge Lasnik also cited approvingly to *Allstate Ins. Co. v. Forest Lynn Homeowners Ass’n*, 892 F. Supp. 1310 (W.D. Wash. 1995), *opinion withdrawn*, 914 F. Supp. 408 (W.D. Wash. 1996). In that case, Judge Barbara Rothstein similarly predicted that this Court would adopt the “substantial impairment of structural integrity” definition:

This court concludes that the Washington Supreme Court would find the term “collapse” to be ambiguous and would adopt the construction that the majority of courts have placed upon the term “collapse.” Therefore, the court finds that coverage under the Collapse provision of the policy is triggered by “any substantial impairment of the structural integrity of a building.”

Forest Lynn, 892 F. Supp. at 1314.

Dally and *Forest Lynn* are of course not binding on this Court. Nevertheless, these cases illustrate that two more judges—this time applying Washington law—think that a reasonable interpretation of “collapse” is “substantial impairment of structural integrity.”

B. Other Facts and Case Law Support the Association’s Position

Two other facts support the Association’s interpretation.

First, in other policies that State Farm sells, it defines “collapse.” See ER 104 (“Collapse means actually fallen down or fallen into pieces.”). Other property insurers similarly define “collapse.” See *Sprague*, 174 Wn.2d at 533 n.1 (discussing “collapse” definition in Safeco policy).

“In evaluating the insurer’s claim as to meaning of language used, courts necessarily consider whether alternative or more precise language, if used, would have put the matter beyond reasonable question.” *Lynott v. Nat’l Union Fire Ins. Co.*, 123 Wn.2d 678, 688, 871 P.2d 146 (1994) (quoting 13 JOHN A. APPLEMAN & JEAN APPLEMAN, INSURANCE LAW & PRACTICE § 7403 (1976)). If State Farm wanted “collapse” in the Association’s policies to mean “fallen down” or “imminently falling down”—or anything other than “substantial impairment of structural integrity”—then State Farm could have easily done what it and other insurers do in other insurance policies: include a definition of “collapse.” As one court put it, “The controversy surrounding the definition of ‘collapse’ began prior to 1960. Particularly with this much warning, the insurer is capable of unambiguously limiting collapse coverage if it wishes to do so.” *Schray*, 402 F. Supp.

2d at 1218.² According to *Lynott*, State Farm’s decision not to define “collapse” is a fact that must be construed against it.

Second, the minority of courts that have refused to define “collapse” as “substantial impairment of structural integrity” have typically done so based on unfounded public policy concerns. They worry that the more “lenient” definition would convert insurance policies into “maintenance agreements,” or they think that alternative definitions are more consistent with the insured’s “reasonable expectations.” See, e.g., *KAAPA Ethanol, LLC v. Affiliated FM Ins. Co.*, 660 F.3d 299, 306 (8th Cir. 2011) (claiming courts have required “proof of imminence” because that interpretation is consistent with “the reasonable expectations of the insured” and avoids “convert[ing] the policy ‘into a maintenance agreement’”).

But under this state’s laws, public policy concerns are not a reason to interpret an insurance contract in favor of the insurer. Washington courts do not “invoke public policy to override an otherwise proper insurance contract in the absence of an expression of public policy from either the Legislature or a precedential court decision.” *Allstate Ins. Co. v. Bauer*, 96 Wn. App. 11, 17, 977 P.2d 617 (1999). The Washington Legislature has never addressed “collapse” coverage, nor has any “precedential court decision” stated it cannot mean “substantial impairment of structural integrity.” Moreover, Washington courts do not base coverage decisions on the parties’ “expectations.” See *Farmers Ins. Grp. v. Johnson*, 43 Wn. App. 39, 45, 715 P.2d 144 (1986) (explaining the “reasonable expectation doctrine” has “never been adopted or applied in Washington”). Thus, even if policy concerns could somehow trump Washington’s *contra*

² See also *Jones*, 935 F. Supp. at 1227 (“[A]lthough American argues that collapse should be defined as being reduced to a flattened form or rubble, American did not include this definition in its policy even though it certainly could have done so”); *Beach*, 532 A.2d at 1300 (“If the defendant wished to rely on a single facial meaning of the term ‘collapse’ as used in its policy, it had the opportunity expressly to define the term to provide for the limited usage it now claims to have intended.”).

proferentem rule, they would not be a basis to avoid the “substantial impairment of structural integrity” definition anyway.

V. CONCLUSION

If an undefined word in an insurance policy is susceptible to more than one reasonable interpretation, this Court adopts the one that most favors the policyholder. As evidenced by the dictionary, by decisions from other jurisdictions, and by State Farm’s own conduct, one reasonable interpretation of the undefined term “collapse” is “substantial impairment of structural integrity.” The Association therefore requests that this Court answer the certified question accordingly: “substantial impairment of structural integrity.”

Respectfully submitted this 19th day of September, 2014.

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Attached are the following documents to be filed in the Supreme Court of Washington

- Plaintiff-Appellant's Opening Brief
- Certificate of Service

Sent on behalf of

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Thank you.

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