

## **2130 Leavenworth Homeowners Association vs. State Farm Insurance Company**

Year: 2005

Court: California Supreme Court

Case Number: A109367

Request for Rehearing–UP argued that the Court of Appeal improperly ignored the State Farm policy language obligating the insurer to defend both claims and suits. By ignoring this language the First District violated the rule in California that “insurance contracts are construed to avoid rendering terms surplusage. Since State Farm’s policy used both “claims” and “suits” it clearly intended those terms of art to have separate and different meanings.

---

The information presented in this publication is for general informational purposes and is not a substitute for legal advice. If you have a specific legal issue or problem, United Policyholders recommends that you consult with an attorney. Guidance on hiring professional help can be found in the “Find Help” section of [www.uphelp.org](http://www.uphelp.org). United Policyholders does not sell insurance or certify, endorse or warrant any of the insurance products, vendors, or professionals identified on our website.

Source: <https://uphelp.org/amicus-briefs/2130-leavenworth-homeowners-association-vs-state-farm-insurance-company/> Date:

September 29, 2023