

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.

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