

## [Three Tidings to Cheer - Amicus Project Update](#)

Glad tidings...three consumer wins for the Amicus Project:

### ***Allstate Property and Casualty Co. v. Jared Wolfe***

The Supreme Court of Pennsylvania ruled 5-1 in favor of the position we took as a friend of the court, concluding that statutory bad faith damages may be assigned to an injured plaintiff. Points from our Amicus brief are cited with approval throughout the court's opinion. The Court's opinion emphasizes the importance of deterring unfair insurance practices and keeping a level playing field between insureds and insurance companies. [Read our full Amicus brief here.](#)

Our favorite quote from the opinion: "The right to make assignments protects the most financially vulnerable policyholders from opportunistic breaches by their insurance companies at the crucial moments when policyholders rightfully expect their insurers to protect them as their fiduciaries"

We thank and acknowledge Luke Debevec and John Ellison with Reed Smith, and Andrew Kennedy with the Colkitt Law firm for drafting our brief pro bono.

### ***Stephens & Stephens XII LLC v. Fireman's Fund Ins. Co.***

After a trial involving extensive vandalism damage to an insured building, a jury found (correctly) that after collecting extra premiums from an insured for superior replacement value coverage (as opposed to inferior actual cash value coverage), an insurer cannot fail to deliver that superior coverage by enforcing a self-imposed arbitrary deadline. A trial court disregarded this finding and issued a judgment in the insurer's favor notwithstanding the jury verdict. UP weighed in for the insured, and in a November 24th decision, the California Court of Appeal reversed the trial court's ruling. ([Case number A135938](#), 2014).

This is one of many cases where UP has weighed in as a friend of the court to prevent insurers from unreasonably withholding replacement cost benefits. Read more here.

We thank and acknowledge volunteer and sponsor Sharon Arkin for drafting our amicus brief pro bono.

***Cedar Bluff Townhome Condominium Association, Inc., vs. American Family Mutual Insurance Company***

This case involves an issue that has been dogging property owners all across the United States: When roof shingles are damaged in a weather event and restoring the roof to a pre-loss uniform and consistent appearance can't be done without replacing undamaged tiles as well, is the insured property owner entitled to benefits to cover that repair? In this case, the Minnesota Supreme Court essentially ruled they are. The court held, "Therefore, in accordance with the plain meaning of the policy language, we construe the phrase "comparable material and quality" to mean a reasonable color match between new and existing siding when replacing damaged siding." [State of Minnesota Supreme Court, A13-0124](#), Filed: December 17, 2014

We thank and acknowledge volunteer Christopher H. Yetka, Barnes & Thornburg, LLP, Minneapolis, Minnesota for drafting our amicus brief pro bono. [Read more here.](#)



Minnesota policyholder advocates and Sponsors Sauro & Bergstrom alerted UP to this case and helped us line up a volunteer brief

writer.



Andrew Kennedy is a Pittsburgh-based attorney with the Colkitt Law Firm



Luke Debevec and John Ellison of Reed Smith

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