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NINTH CIRCUIT

Sandman v. Mountain West Farm Bureau Mutual Ins., 02-35669, 10/14/03.

INSURANCE: Coverage of house relocation due to shifting ground properly excluded as "earth movement" ... Molloy affirmed (unpublished).

Robert and Paula Sandman bought a house along the Whitefish River in 1991. In 1996 the ground under and around it became unstable and shifted, allowing the floor, foundation, ceiling, and walls to shift. They sued Mountain West for indemnification under their policy, seeking costs of moving their home to a stable location. The policy excluded coverage of loss due to "earth movement." Judge Molloy granted summary judgment to Mountain West (MLW 1/12/02:3). Sandmans appeal.

Molloy properly granted summary judgment. Sandmans' claim centers around their characterization of the cause of damage to the property as a "loss of stability" rather than "earth movement," a distinction that is without legal significance.

D. Nelson, Kozinski, McKeown

Rex Palmer (Attorneys Inc.), Missoula, for Sandmans; Randall Nelson, Cori Cook, and Jared Dahle (Nelson & Dahle) Billings, for Mountain West.

