
State of Minnesota
In Court of Appeals

MICHAEL CISAR AND SHARRON BETSINGER,
Appellants,

vs.

LISA J. SLYTER, TOWN & COUNTRY INSURANCE AGENCY, INC., SPRING VALE
MUTUAL INSURANCE COMPANY, AND NORTH STAR MUTUAL
INSURANCE COMPANY,
Respondents.

**RESPONDENTS' SPRING VALE MUTUAL INSURANCE COMPANY AND
NORTH STAR MUTUAL INSURANCE COMPANY'S
SHORT LETTER ARGUMENT**

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STATE OF MINNESOTA
IN COURT OF APPEALS

Michael Cisar and Sharron
Bettsinger,

APPELLATE COURT CASE NUMBER:
A11-303

Appellants,

vs.

Lisa J. Slyter, Town & Country
Insurance Agency, Inc., Spring
Vale Mutual Insurance Company
and North Star Mutual
Insurance Company,

Respondent.

On behalf of the Respondents Spring Vale Mutual Insurance Company and North Star Insurance Company, the undersigned brought a Summary Judgment Motion before the Trial Court requesting dismissal of all claims based on Spring Vale's one-year policy period of limitations.

The attached Motion describes in greater detail the undisputed fact that Appellants, despite having legal representation throughout, failed to commence their lawsuit against Spring Vale and North Star until two years after a fire damaged Appellant's dwelling and contents and after Spring Vale had paid Appellant's losses totaling \$820,360.93, after the Appellants had invoked the appraisal remedy of their insurance contract.

In the attached Order and Memorandum, the Trial Court properly concluded that given Spring Vale's unique status as a township mutual

insurer, organized and operating under MSA Chapter 67A, that Spring Vale was not bound by any period of limitations provided by Minnesota law (e.g. MSA Chapter 65A) and in accordance with case law cited by Spring Vale, found that its one-year policy period of limitation (within which suit must be commenced) was reasonable. (See Appendix Page 99)

The Trial Court properly concluded on the basis of undisputed fact, that the insurance policy issued by Respondent insurers, is a farm combination package policy covering “qualified” property, authorized and defined pursuant to MSA 67A.191 (Subdivision 1) and MSA 67A.14 (Subdivision 1(a)), which specifically mentions “dwellings,” farm buildings, farm personal property, etc. Appellant’s policy undisputedly insures for farm personal liability; farm employer’s liability; dairy cows; farm implements and Appellant’s dwelling. (See Appendix Page 44) Under these statutes, the Trial Court properly found that the fire protection afforded by Spring Vale Mutual Insurance Company, a township mutual governed by Chapter 67A, could properly enforce a one-year policy period of limitation.

The Trial Court properly dismissed claims made against North Star, as Spring Vale was solely responsible for providing the fire insurance protection portion of Appellant’s combination package insurance policy.

The Co-Defendants, Respondents Lisa Slyter and Town and Country Agency of Finlayson, Inc., brought their own Summary Judgment Motion, essentially arguing that Appellants had opted to make an election of remedies (by invoking the appraisal process that determined damages) and that Appellants had been made whole. The transcript in the above-matter confirms that Spring Vale and North Star joined those arguments at the Summary Judgment hearing, however, the Trial Court failed to address those arguments in its Order or Memorandum of Law.

Spring Vale and North Star respectfully requests that the Court of Appeals affirm the Judgment of the Trial Court, and that all claims made against Spring Vale and North Star be dismissed.

Dated this 15 day of June, 2011.

Respectfully Submitted,

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