CASE CITATIONS ON THE RULES OF INSURANCE CONTRACT INTERPRETATION FOR THE 50 STATES (PLUS D.C.)

STATE	AN INSURANCE POLICY IS A CONTRACT OF ADHESION	AMBIGUITIES, DOUBTS OR UNCERTAINTIES, IF ANY, IN AN INSURANCE POLICY ARE TO BE RESOLVED AGAINST THE INSURER AND IN FAVOR OF THE INSURED	INSURANCE POLICIES ARE TO BE INTERPRETED IN ACCORDANCE WITH THE REASONABLE INTERPRETATION, UNDERSTANDING OR EXPECTATION OF THE INSURED	WORDS USED IN AN INSURANCE POLICY ARE TO BE GIVEN THE PLAIN MEANING A LAYMAN WOULD ATTACH TO THEM	INSURANCE POLICIES ARE STRICTLY CONSTRUED AGAINST THE INSURER AND LIBERALLY CONSTRUED IN FAVOR OF THE INSURED	CASE CITATION AND SYNOPSIS OF GOVERNING LAW
Ala.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Brown Mach. Works & Supply Co. v. Insurance Co. of N. Am.*, 659 So. 2d 51, 59 (Ala. 1995) ("It is well settled in Alabama that ambiguities in an insurance contract are to be construed in favor of the insured . . . . "); *National Union Fire Ins. Co. v. Leeds*, 530 So. 2d 205, 207 (Ala. 1988) ("[A]n insurance contract containing ambiguous language will be construed liberally in favor of the insured and strictly against the insurance company. . . . Furthermore, provisions of the [insurance] policy must be construed in light of the interpretation that ordinary men would place on the language used therein." (citation omitted)); *Lambert v. Liberty Mut. Ins. Co.*, 1976 Ala. LEXIS 1797, *8 (Ala. 1976) ("[T]he insured is entitled to the protection which he may reasonably expect from the terms of the policy he purchases. . . . [I]nsurance contracts continue to be contracts of adhesion under which the insured is left little choice beyond electing among standardized provisions offered to him . . . ." (citations omitted)).
Alaska	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*C.P. v. Allstate Ins. Co.*, 996 P.2d 1216, 1222 (Alaska 2000) ("[B]ecause an insurance policy is a contract of adhesion, we construe it to give effect to the insured's reasonable expectations. . . . [W]here a clause in an insurance policy is ambiguous in the sense that it is reasonably susceptible to more than one interpretation, we accept the interpretation that most favors the insured."); *Bering*

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						Strait Sch. Dist. V. RLI Ins. Co., 873 P.2d 1292, 1295 (Alaska 1994) ("Grants of coverage should be construed broadly 'while exclusions are interpreted narrowly against the insured.'"); *U.S. Fire Ins. Co. v. Colver*, 600 P.2d 1, 3 (Alaska 1979) ("It is well-established that we treat insurance policies as contracts of adhesion when interpreting policy language. Therefore, we construe them so as to provide that coverage which a layperson would have reasonably expected from a lay interpretation of the policy terms.").
Ariz.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Gordinier v. Aetna Casualty & Sur. Co.*, 154 Ariz. 266, 271-72 (1987) ("Because the typical consumer buying insurance has not assented to the myriad of essentially invisible boilerplate terms in an adhesion contract, special contract rules should apply. . . . Where the contract terms, although not ambiguous to the court, cannot be understood by the reasonably intelligent consumer who might check on his or her rights, the court will interpret them in light of the objective, reasonable expectations of the average insured . . . ."); *D.M.A.F.B. Fed. Credit Union v. Employers Mut. Liab. Ins. Co.*, 96 Ariz. 399, 402-03 (1964) ("In construing an insurance contract, where there is any ambiguity, or more than one possible construction of the provisions thereof, it is to be construed most strongly against the insurer and in favor of the insured."); *Keggi v. Northbrook Prop. & Cas. Ins. Co.*, 13 P.3d 785, 788 (Ariz. App. Ct. 2000) ("We construe provisions in insurance contracts according to their plain and ordinary meaning. Ambiguity in

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						an insurance policy will be construed against the insurer . . . .” (citiation omitted)).
Ark.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Phelps v. United States Life Credit Life Ins. Co.*, 336 Ark. 257, 261 (1999) (“Courts must give effect to the plain wording of an insurance policy according to the ordinary meaning of its terms where the language is unambiguous. However, once a definitive finding is made that an ambiguity exists in its terms, it is incumbent upon the trial court to construe the provision in favor of the insured.”); *Keller v. Safeco Ins. Co. of Am.*, 317 Ark. 308, 311 (1994) (“A cardinal rule of insurance law is that policies of insurance will be interpreted and construed liberally in favor of the insured and strictly against the insurer.”); *Nationwide Mut. Ins. Co. v. Worthey*, 314 Ark. 185, 190-91 (1993) (“[A]n insurance policy, having been drafted by the insurer without consultation with the insured, is to be interpreted and construed liberally in favor of the insured and strictly against the insurer.”); *Toney v. Shelter Mut. Ins. Co.*, 1989 Ark. App. LEXIS 384, *6-7 (1989) (“Courts are to resolve ambiguities in insurance policies in accordance

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						with the reasonable expectations of the insured.").
Cal.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*AIU Ins. Co. v. Superior Court*, 51 Cal. 3d 807, 822 (1990) ("[I]f the meaning a layperson would ascribe to contract language is not ambiguous, we apply that meaning. . . . In the insurance context, we generally resolve ambiguities in favor of coverage. Similarly, we generally interpret the coverage clauses of insurance policies broadly, protecting the objectively reasonable expectations of the insured. These rules stem from the fact that the insurer typically drafts policy language, leaving the insured little or no meaningful opportunity or ability to bargain for modifications."); *Gyler v. Mission Ins. Co.*, 10 Cal. 3d 216, 219 (1973) ("The meaning of an insurance policy is determined by the insured's reasonable expectation of coverage, and all doubts are resolved against the insurer.").
Colo.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Huizar v. Allstate Ins. Co.*, 952 P.2d 342, 344 (Colo. 1998) ("Because of both the disparity of bargaining power between insurer and insured and the fact that materially different coverage cannot be readily obtained elsewhere, automobile insurance policies are generally not the result of bargaining. Instead, the provisions in a policy are often imposed on a take-it-or-leave-it basis. It is not a negotiated contract but one with terms required by legislation or dictated by the insurer."); *State Farm Mut. Auto. Ins. Co. v. Nissen*, 851 P.2d 165, 166-67 (Colo. 1993) ("Any ambiguities in the [insurance] contract are construed against

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						[insurer] as its drafter. . . . We have declined to give a technical construction to an insurance contract and have stated that the insurance contract's terms are to be construed as they would be understood by a person of ordinary intelligence. . . . The objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored." (citation omitted)); *Allstate Ins. Co. v. Juniel*, 931 P.2d 511, 515 (Colo. Ct. App. 1996) (recognizing the rule that "contracts of insurance are to be strictly construed in favor of the insured").
Conn.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Hansen v. Ohio Cas. Ins. Co.*, 239 Conn. 537, 542-43 (1996) ("The [insurance] policy words must be accorded their natural and ordinary meaning. Under well established rules of construction, any ambiguity in the terms of an insurance policy must be construed in favor of the insured because the insurance company drafted the policy."); *Aetna Casualty & Surety Co. v. Murphy*, 206 Conn. 409, 416 (1988) ("Standardized contracts of insurance continue to be prime examples of contracts of adhesion, whose most salient feature is that they are not subject to the normal bargaining processes of ordinary contracts."); *Cody v. Remington Electric Shavers, Div. of Sperry Rand Corp.*, 179 Conn. 494, 497 (1980) ("[T]he [insurance] policyholder's expectations should be protected as long as they are objectively reasonable from the layman's point of view."); *Cooper v. RLI Ins. Co.*, 1996 Conn. Super. LEXIS 1496, *16 (Conn. Super. Ct. 1996) ("[I]f more

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						than one reasonable construction exists, construction of the policy that favors coverage must apply and if ambiguity exists as to an exception to general liability, language must be strictly construed against the insurer.”).
Del.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Continental Ins. Co. v. Burr*, 706 A.2d 499, 500-01 (Del. 1998) (“Generally, an insurance policy is construed, like any other contract, to give effect to the plain meaning of all of its provisions. Because an insurance policy is a contract of adhesion, however, ambiguous language is construed most strongly against the insurer, and the policy will be read in a way that satisfies the reasonable expectations of the average consumer.”).
D.C.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Cameron v. USAA Prop. & Cas. Ins. Co.*, 733 A.2d 965, 968 (D.C. App. Ct. 1999) (“In this jurisdiction, as elsewhere, it has long been a general rule of construction of policies of insurance . . . that any reasonable doubt which may arise as to the meaning or intent of a condition thereof, will be resolved against the insurer. . . . [T]his rule is based on sound public policy, for the contracts in question are written by the insurers, who are equipped with able counsel and other experts in the field, while the policyholders, who generally play no role in the drafting of such contracts are, in vast majority, not informed in the obscurities of insurance expertise and not equipped to understand other than plain language.” (citations omitted)); *Smalls v. State Farm Mut. Auto. Ins. Co.*, 678 A.2d 32, 35

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						(D.C. App. Ct. 1996) ("Since insurance contracts are written exclusively by insurers, courts generally interpret any ambiguous provisions in a manner consistent with the reasonable expectations of the purchaser of the policy."); *American Ins. Co. v. Tutt*, 314 A.2d 481, 485 (D.C. App. Ct. 1974) ("It is well established that in construing contracts of insurance the standard to be used is the understanding of the ordinary person, that is to say they will be given the meaning that common speech imparts."); *Unkelsbee v. Homestead Fire Ins. Co.*, 41 A.2d 168, 169 (D.C. App. Ct. 1945) ("A contract of insurance is to be construed liberally in favor of the insured and strictly as against the insurer.")
Fla.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Firemans Fund Ins. Co. v. Boyd*, 45 So. 2d 499, 501 (Fla. 1950) ("This court is committed to the rule that a contract of insurance prepared and phrased by the insurer is to be construed liberally in favor of the insured and strictly against the insurer, where the meaning of the language used is doubtful, uncertain or ambiguous."); *Westmoreland v. Lumbermens Mut. Cas. Co.*, 704 So.2d 176, 179 (Fla. Ct. App. 1997) ("Insurance contracts are construed in accordance with the plain language of the policies as bargained for by the parties, and ambiguities are interpreted liberally in favor of the insured and strictly against the insurer who prepared the policy."); *id.* at 188 (concurring opinion) ("What is actually happening in many of the cases cited by the majority is that, without tacitly acknowledging it, Florida courts have construed policies objectively, from the

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						standpoint of the expectations of a reasonable insured."); *Pasteur Health Plan v. Salazar*, 658 So. 2d 543, 545 (Fla. Ct. App. 1995) ("Florida courts have long held that all ambiguities in insurance contracts, as contracts of adhesion, should be construed in the light most favorable to the insured.")
Ga.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Claussen v. Aetna Casualty & Surety Co.*, 259 Ga. 333, 334-35 (1989) ("Under Georgia rules of contract interpretation, words in a contract generally bear their usual and common meaning. However, if the construction is doubtful, that which goes most strongly against the party executing the instrument or undertaking the obligation is generally to be preferred. Georgia courts have long acknowledged that insurance policies are prepared and proposed by insurers. Thus, if an insurance contract is capable of being construed two ways, it will be construed against the insurance company and in favor of the insured." (citations omitted)); *Tifton Mach. Works v. Colony Ins. Co.*, 224 Ga. App. 19, 20 (1996) ("First, all ambiguities in insurance contracts must be construed against the drafter . . . . Second, all exclusions from coverage sought to be invoked must be strictly construed. Third, insurance contracts are to be read in accordance with the reasonable expectations of the insureds, where possible." (citations omitted)); *Lemieux v. Blue Cross & Blue Shield of Ga., Inc.*, 216 Ga. App. 230, 231 (1994) ("[I]nsurance contracts are contracts of adhesion . . . ."); *Wilson v. Southern General Ins. Co.*, 180 Ga. App. 589, 590 (1986) (recognizing the rule whereby an

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						insurance policy is construed "liberally in favor of [the insured] and strictly against the insurance company").
Haw.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Sturla, Inc. v. Fireman's Fund Ins. Co.*, 67 Haw. 203, 209-10 (1984) ("Because insurance policies are contracts of adhesion and are premised on standard forms prepared by the insurer's attorneys, we have long subscribed to the principle that they must be construed liberally in favor of the insured and the ambiguities resolved against the insurer. . . . And what we are committed to enforce are the objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts." (citations omitted)); *First Ins. Co. v. State*, 66 Haw. 413, 423-24 (1983) ("Insurance policies are subject to the general rules of contract construction, . . . ; the terms of the policy should be interpreted according to their plain, ordinary, and accepted sense in common speech unless it appears from the policy that a different meaning is intended . . . ." (citations omitted)).
Idaho	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Schilling v. Allstate Ins. Co.*, 132 Idaho 927, 929-30 (1999) ("It is well established that insurance policies are contracts of adhesion which are interpreted according to the plain meaning of the words employed where the policy language is clear and unambiguous. However, it is also fundamental that insurance contracts are to be construed against the drafter and resolved against the insurer

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						where there is ambiguity in interpreting insurance exclusions." (citations omitted)); *Foremost Ins. Co. v. Putzier*, 102 Idaho 138, 142 (1981) ("[W]here there is an ambiguity in an insurance contract, special rules of construction apply to protect the insured. Under these special rules, insurance policies are to be construed most liberally in favor of recovery, with all ambiguities being resolved in favor of the insured. . . . " (citation omitted)); *id.* at 145 ("[A]ll ambiguities are to be resolved against the insurer, and [in light of] what a reasonable person in the position of the insured would have believed to be the meaning of the language used . . . .").
Ill.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Travelers Ins. Co. v. Eljer Mfg.*, 2000 Ill. LEXIS 1712, *4 (2000) ("If the words in the policy are unambiguous, a court must afford them their plain, ordinary, and popular meaning."); *State Sec. Ins. Co. v. Burgos*, 145 Ill. 2d 423, 438 (1991) ("It has consistently been held that insurance policies are to be liberally construed in favor of coverage and where an ambiguity exists in the terms, the ambiguity will be resolved in favor of the insured and against the insurer."); *Zubi v. Acceptance Indem. Ins. Co.*, 323 Ill. App. 3d 28, 37 (2001) ("[W]e recognize that insurance contracts are typically contracts of adhesion . . . ."); *American Family Mut. Ins. Co. v. Hinde*, 302 Ill. App. 3d 227, 232 (1999) ("In determining whether there is an ambiguity, the provision in question cannot be read in isolation but must be read with reference to the facts of the case at hand. It also must be read in

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						conjunction with the policyholder's reasonable expectations and the coverage intended by the insurance policy. . . . Any ambiguity in an insurance policy must be construed in favor of coverage for the insured." (citations omitted)).
Ind.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Eli Lilly & Co. v. Home Ins. Co.*, 482 N.E.2d 467, 470-71 (Ind. 1985) ("If the policy language is clear and unambiguous, it should be given its plain and ordinary meaning. . . . The terms of an insurance policy should be interpreted most favorable to the insured if there is an ambiguity in the policy. . . . The language should be strictly construed against the insurer. . . . [C]ourts should strive to give effect to the reasonable expectations of the insured."); *Mote v. State Farm Mut. Auto. Ins. Co.*, 550 N.E.2d 1354, 1359 (Ind. App. Ct. 1990) ("It has long been true that insurance contracts are typically contracts of adhesion, and therefore any ambiguities are construed in favor of the insured.")
Iowa	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Johnson v. Farm Bureau Mut. Ins. Co.*, 533 N.W.2d 203, 206 (Iowa 1995) ("Insurance policies are construed in the light most favorable to the insured, and exclusions are construed strictly against the insurer."); *Cincinnati Ins. Co. v. Hopkins Sporting Goods*, 522 N.W.2d 837, 839 (Iowa 1994) (recognizing the "fundamental rule" that, "because they are contracts of adhesion, [insurance policies] must be construed in the light most favorable to the insured."); *Hofco, Inc. v. National Union Fire Ins. Co.*, 482 N.W.2d 397, 401 (1992) ("Words left

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						undefined in a policy should be given their ordinary meaning, one which a reasonable person would understand them to mean."); *Farm Bureau Mut. Ins. Co. v. Sandbulte*, 302 N.W.2d 104, 112 (Iowa 1981) (affirming the "reasonable expectations" doctrine and underscoring that "the rationale . . . is that, in a contract of adhesion, such as an insurance policy, form must not be exalted over substance, and . . . the reasonable expectations of the insured may not be frustrated even though painstaking study of the policy provisions would have negated those expectations." (citation omitted)).
Kan.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Catholic Diocese v. Raymer*, 251 Kan. 689, 693 (1992) ("Where the terms of a policy of insurance are ambiguous or uncertain, conflicting, or susceptible of more than one construction, the construction most favorable to the insured must prevail. Since the insurer prepares its own contracts, it has a duty to make the meaning clear. If the insurer intends to restrict or limit coverage provided in the policy, it must use clear and unambiguous language in doing so; otherwise, the policy will be liberally construed in favor of the insured."); *Bramlett v. State Farm Mut. Auto. Ins. Co.*, 205 Kan. 128, 130 (1970) ("Policies must be construed according to the sense and meaning of the terms used, and if the language is clear and unambiguous, it must be taken in its plain, ordinary and popular sense."); *Penalosa Coop. Exchange v. Farmland Mut. Ins. Co.*, 14 Kan. App. 2d 321 (1990) ("Where genuine ambiguity exists, courts will apply one of the two

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						following rules: (1) The first is the doctrine of "reasonable expectations". This doctrine comes in many forms. The version recognized in Kansas is relatively narrow. Recognizing that insurance contracts are typically adhesion contracts in which the terms are drafted by the insurer and not negotiated between the parties, courts have required insurers to state their intended meaning clearly and distinctly. If the meaning is not stated clearly, and a reasonable person in the insured's position would have understood the words of the policy to mean something other than what the insurer intended, that understanding will control. (2) The second is the rule of liberal construction. If the intent of the parties cannot be determined from the contract, courts will construe the policy in the way most favorable to the insured.").
Ky.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Woodson v. Manhattan Life Ins. Co.*, 743 S.W.2d 835, 838-39 (Ky. 1987) ("Because most insurance policies, including this one, are contracts of adhesion, we recognize the doctrine of ambiguity as applicable. . . . If the contract has two constructions, the one most favorable to the insured must be adopted. If the contract language is ambiguous, it must be liberally construed to resolve any doubts in favor of the insured. . . . The doctrine of reasonable expectations is a corollary to the rule for construing ambiguities. . . . The gist of the doctrine is that the insured is entitled to all the coverage he may reasonably expect to be provided under the policy." (citations omitted)).

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						Brown v. Bankers Life & Casualty Co., 531 S.W.2d 488 (Ky. App. Ct. 1975) ("Another rule of interpretation frequently applied to words in an insurance policy is that they should be given their 'ordinary and usual' meaning.").
La.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	La. Civ. Code Art. 2056 (2001) ("Standard-form contracts") ("In case of doubt that cannot be otherwise resolved, a provision in a contract must be interpreted against the party who furnished its text. A contract executed in a standard form of one party must be interpreted, in case of doubt, in favor of the other party."); *Louisiana Ins. Guar. Ass'n v. Interstate Fire & Casualty Co.*, 630 So. 2d 759, 763-64 (La. 1994) ("The parties' intent as reflected by the words in the policy determine the extent of coverage. Such intent is to be determined in accordance with the general, ordinary, plain and popular meaning of the words used in the policy, unless the words have acquired a technical meaning. . . . If after applying the other general rules of construction an ambiguity remains, the ambiguous contractual provision is to be construed against the drafter, or, as originating in the insurance context, in favor of the insured. . . . Under this rule, equivocal provisions seeking to narrow the insurer's obligation are strictly construed against the insurer, since these are prepared by the insurer and the insured had no voice in the preparation. . . . Ambiguity will also be resolved by ascertaining how a reasonable insurance policy purchaser would construe the clause at the time the

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						insurance contract was entered." (citations omitted)).
Me.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*York Ins. Group v. Van Hall*, 704 A.2d 366, 369 (Me. 1997) ("Insurance policies are liberally construed in favor of an insured and any ambiguity in the contract is resolved against the insurer."); *Colford v. Chubb Life Ins. Co. of Am.*, 1996 Me. LEXIS 256, *12 (Me. 1996) ("If the contract is ambiguous, it will be construed against the insurer so as to comply with the objectively reasonable expectations of the insured."); *Brackett v. Middlesex Ins. Co.*, 486 A.2d 1188, 1190 (Me. 1985) ("The court must interpret unambiguous language in a contract according to its plain and commonly accepted meaning."); *Ouellette v. Maine Bonding & Casualty Co.*, 1985 Me. LEXIS 780, *7-8 (Me. 1985) (adopting the principle that "an insurance contract is not a negotiated agreement, but rather . . . a contract of adhesion, because the terms are dictated by the insurance company to the insured").
Md.	**Yes**	**Yes**	**Yes**	**Yes**	**No** **(Unless There Is An Ambiguity)**	*Bushey v. Northern Assur. Co. of Am.*, 362 Md. 626, 631-32 (2001) ("In Maryland, insurance policies, like other contracts, are construed as a whole to determine the parties' intentions. Words are given their customary, ordinary, and accepted meaning, unless there is an indication that the parties intended to use the words in a technical sense. . . . Maryland does not follow the rule, adopted in many jurisdictions, that an insurance policy is to be construed most strongly

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						against the insurer. Nevertheless, if no extrinsic or parol evidence is introduced, or if the ambiguity remains after consideration of the extrinsic or parol evidence that is introduced, it will be construed against the insurer as the drafter of the instrument." (citations omitted)); *Meyer v. State Farm Fire & Casualty Co.*, 85 Md. App. 83, 89 (1990) ("It is generally recognized that insurance policies qualify as contracts of adhesion . . . . As in most cases, [a court] will refuse to enforce terms that it finds unconscionable and will construe ambiguities against the draftsman . . . ."); *Liberty Mut. Ins. Co. v. Craddock*, 26 Md. App. 296, 320 (1975) (affirming the trial court's application of the "reasonable expectations of the insured" doctrine to the interpretation of an insurance policy).
Mass.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*County of Barnstable v. Am. Fin. Corp.*, 51 Mass. App. Ct. 213, 215 (2001) ("Unambiguous words in an insurance policy exclusion must be interpreted in their usual and ordinary sense. . . . Where language in an insurance policy is found to be ambiguous, the exclusion is strictly construed and doubts as to the intended meaning of the words must be resolved against the insurance company that employed them and in favor of the insured." (citations omitted)); *John Hancock Mut. Life Ins. Co. v. Banerji*, 2000 Mass. Super. LEXIS 479, *44-45 (2000) ("In general, ambiguities are interpreted against the insurer, or drafter of the policy. The purpose of this rule of interpretation rests on the fact that an insurance policy is a contract of adhesion." (citation omitted)); *Bond Bros., Inc. v.*

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						Robinson, 393 Mass. 546, 551 (1984) ("In any analysis of the scope of the coverage of an insurance policy, it may be appropriate to consider what a policyholder reasonably should expect his coverage to be in the circumstances.").
Mich.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Zurich Ins. Co. v. Rombough*, 384 Mich. 228, 232-33 (1970) (endorsing the principle that insurance policies are contracts of adhesion); *Farm Bureau Mut. Ins. Co. v. Buckallew*, 246 Mich. App. 607, 611-12 (2001) ("This Court interprets an insurance contract by reading it as a whole and by according its terms their plain and ordinary meaning. . . . If a policy contains ambiguous terms, our Court will construe the policy in favor of the insured and against the insurer."); *Hagerl v. Auto Club Group Ins. Co.*, 157 Mich. App. 684, 689 (1987) ("As a general rule, it is the court's duty to ascertain the meaning which the insured would reasonably expect from the language of the contract."); *Citizens Ins. Co. v. Tunney*, 91 Mich. App. 223, 228 (1979) ("If an ambiguity does exist, the policy must be liberally construed in favor of the insured and against the insurer who drafted the policy.").
Minn.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Meadowbrook, Inc. v. Tower Ins. Co.*, 559 N.W.2d 411, 419 (Minn. 1997) ("Unless ambiguous, the language used in an insurance contract must be given its plain and ordinary meaning."); *Rusthoven v. Commercial Standard Ins. Co.*, 387 N.W.2d 642, 644-45 (Minn. 1986) ("Since [the insurance provisions at issue] are irreconcilably inconsistent, the policy is ambiguous and, therefore, is to be strictly

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						interpreted against the insurer. One of the ancient principles of contract law is that an ambiguous contract, especially an adhesion contract, is construed against the drafter. One of the fundamentals of insurance law, it follows, is that ambiguous language in an insurance policy is to be construed in favor of the insured. The result of such a construction, however, must not be beyond the reasonable expectations of the insured." (citations omitted)).
Miss.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Lewis v. Allstate Ins. Co.*, 730 So. 2d 65, 68 (Miss. 1998) ("Generally, under Mississippi law, when the words of an insurance policy are plain and unambiguous, the court will afford them their plain, ordinary meaning and will apply them as written. Under Mississippi law, ambiguous and unclear policy language must be resolved in favor of the insured. Further, provisions that limit or exclude coverage are to be construed liberally in favor of the insured and most strongly against the insurer."); *United States Fid. & Guar. Co. v. Ferguson*, 698 So. 2d 77, 80 (Miss. 1997) ("Insurance contracts essentially are contracts of adhesion. The insured has only two choices in 'negotiating' the terms of his policy--he may accept the terms offered by his insurance company, or he may reject them and go to a different insurance company."); *Bland v. Bland*, 629 So. 2d 582, 589 (1993) (recognizing the principle that "[t]he objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy

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						provisions would have negated those expectations" (citation omitted)).
Mo.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Lutsky v. Blue Cross Hospital Service, Inc.*, 695 S.W.2d 870, 874 (Mo. 1985) ("It is widely held that insurance contracts are to be construed strictly against the insurer and that any ambiguity is to be resolved in favor of the persons insured."); *Kellar v. American Family Mut. Ins. Co.*, 987 S.W.2d 452, 455 (Mo. Ct. App. 1999) ("The 'reasonable expectations doctrine' provides that the expectations of adherents and beneficiaries to insurance contracts will be honored if their expectations of coverage are reasonable in light of the wording of the policy, even if a more thorough study of the policy provisions would have negated these expectations. . . . Missouri applies this doctrine only to adhesion contracts, but insurance contracts are considered contracts of adhesion when they contain boiler-plate language prepared by the insurer and sold to the insured on a take-it-or-leave-it basis, without negotiation, and if the policy unconscionably limits the obligations and liability of the drafting party. . . . When testing whether the language used in the policy is ambiguous, the language is considered in the light in which it would normally be understood by the lay person who bought and paid for the policy. If a conflict arises between a technical definition of a term and the meaning of the term which would reasonably be understood by the average lay person, the lay person's definition will be applied, unless it is obvious the technical meaning was intended." (citations omitted)); *Zemelman v. Equity Mut.*

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						Ins. Co., 935 S.W.2d 673, 675 (Mo. Ct. App. 1996) ("[W]here provisions of an insurance policy are ambiguous, they are construed against the insurer.")
Mont.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*American Family Mut. Ins. Co. v. Livengood*, 292 Mont. 244, 252 (1998) ("The reasonable expectations doctrine provides that the objectively reasonable expectations of insurance purchasers regarding the terms of their policies should be honored notwithstanding the fact that a painstaking study of the policy would have negated those expectations. The doctrine is consistent with our strong public policy that insurance is to serve a fundamental protective purpose; moreover, it goes hand in hand with our rule of strictly construing policy exclusions."); *Stutzman v. Safeco Ins. Co. of Am.*, 284 Mont. 372, 379 (1997) ("Any ambiguity contained in an insurance policy will be strictly construed by this Court against the insurer. However, this Court will not create an ambiguity in an insurance contract where none exists. Rather, this Court will interpret the terms of an insurance policy, such as the one here, according to their usual, common sense meaning as viewed from the perspective of a reasonable consumer of insurance products."); *Fitzgerald v. Aetna Ins. Co.*, 176 Mont. 186, 191 (1978) ("[A]n insurance policy is an adhesion contract. Equal bargaining strength between the insured and the insurer concerning the terms of the policy simply does not exist; the insurer drafts the language of the policy and offers it to the insured on a take-it-or-leave-it basis; the insured has no voice in its terms or

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						language.”).
Neb.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Central Waste Systems, Inc. v. Granite State Ins. Co.*, 231 Neb. 640, 642, 437 N.W.2d 496, 498 (1989) (“ ‘[A]n insurance policy is to be construed as any other contract; if its terms are clear, they are to be applied according to their plain and ordinary meaning.’ [Citation omitted.] … Insurance contracts will be interpreted in accordance with the reasonable expectations of the insured at the time of the contract, and a reasonable construction should be given so as to effectuate the purpose for which it was made. In cases of doubt, the policy is to be liberally construed in favor of the insured. [Citation omitted.] ‘In resolving any ambiguity in an insurance policy the principle or test is not what the insurer intended the words to mean, but what a reasonable person in the position of the insured would have understood them to mean.’ [Citation omitted.] '[A]mbiguities must be construed against the insurer and if a policy is fairly susceptible of two constructions and one affords coverage and the other does not then the construction which affords coverage must be adopted. . . .’ [Citation omitted.].”); *Dale Electronics, Inc. v. Federal Ins. Co.*, 205 Neb. 115, 119-20, 286 N.W.2d 437, 441 (1979) (“Insurance contracts will be interpreted in accordance with the reasonable expectations of the insured at the time of the contract, and a reasonable construction should be given so as to effectuate the purpose for which it was made. In cases of doubt, the policy is to be liberally

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						construed in favor of the insured. [Citations omitted.] Where an insurance contract is reasonably susceptible to two or more interpretations, the one most favorable to the insured will be adopted. [Citations omitted.] If the language used in an insurance policy is ambiguous, it should be construed most strictly against the insurance company which is responsible for the language. [Citation omitted.]"); *Kracl v. Aetna Casualty & Surety Co.*, 220 Neb. 869, 874-75, 374 N.W.2d 40, 44 (1985) ("the party's reasonable expectation of coverage is to be measured not by premiums paid but by the clear terms of the insurance policy as understood by the reasonable, ordinary man.").
Nev.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Farmers Ins. Group v. Stonik*, 110 Nev. 64, 67, 867 P.2d 389, 391 (1994) ("An insurance policy is a contract of adhesion and should be interpreted broadly, affording the greatest possible coverage to the insured. [Citation omitted.] Any ambiguity in an insurance contract must be interpreted against the drafting party and in favor of the insured. [Citations omitted.]"); *National Union Fire Ins. v. Caesars Palace*, 106 Nev. 330, 332-333, 792 P.2d 1129, 1130 (1990) (when an ambiguity exists, the court should go beyond the language and consider "the intent of the parties, the subject matter of the policy, [and] the circumstances surrounding issuance," and "the policy should be construed to effectuate the reasonable expectations of the insured.") (citation omitted); *National Union Fire Ins. Co. v. Reno's Executive Air*, 100 Nev. 360, 365, 682 P.2d 1380, 1383 (1984)

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						("The policy should be construed to effectuate the reasonable expectations of the insured.").
N.H.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Coakley v. Maine Bonding & Cas. Co.*, 136 N.H. 402, 410, 618 A.2d 777, 781-82 (1992) (unambiguous language in an insurance policy is given its natural and ordinary meaning, and where there is ambiguity, the language is construed in favor of the insured); *Trombly v. Blue Cross/Blue Shield*, 120 N.H. 764, 771, 423 A.2d 980, 985 (1980) (New Hampshire honors the reasonable expectations of the insured.); *Magulas v. Travelers Ins. Co.*, 114 N.H. 704, 706, 327 A.2d 608, 609-10 (1974) (In interpreting insurance policies, courts have realized that usually they are contracts of adhesion which are prepared by the insurer and submitted to the insured on a "take it or leave it" basis. 3 A. Corbin, Contracts § 559 n.20 (1960); Kessler, Contracts of Adhesion, 43 Colum. L. Rev. 629 (1943). In such contracts there is little equality of bargaining power and the courts have recognized this reality in construing them. Patterson, The Interpretation and Construction of Contracts, 64 Colum. L. Rev. 833, 855-62 (1964). In line with the effort to guard the purchaser of insurance, the law in this State is that the provisions of a policy should be interpreted as would a reasonable person in the position of the insured. … This proposition is part of a larger emerging principle in insurance law that the court will honor the reasonable expectations of the policyholder. Keeton, Insurance Law Rights at Variance with Policy Provisions,

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						83 Harv. L. Rev. 961, 967 (1970); Perlet, The Insurance Contract and the Doctrine of Reasonable Expectation, 6 Forum 116 (1970).”).
N.J.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Progressive Cas. Ins. Co. v. Hurley*, 166 N.J. 260, 272-73, 765 A.2d 195, 201-02 (2001) ("New Jersey courts consistently have recognized that insurance policies are contracts of adhesion and, as such, are subject to special rules of interpretation. . . . An insurance policy generally should be interpreted according to its plain and ordinary meaning. We also have stated, however, that ‘policies should be construed liberally in [the insured's] favor to the end that coverage is afforded to the full extent that any fair interpretation will allow.’ “); *Sparks v. St. Paul Ins. Co.*, 100 N.J. 325, 335-36, 495 A.2d 406, 412 (1985) (invalidating exclusion because it did not conform to insured’s “objectively reasonable expectations,” and stating of insurance policies that “They are contracts of adhesion, prepared unilaterally by the insurer, and have always been subjected to careful judicial scrutiny to avoid injury to the public. … The recognition that insurance policies are not readily understood has impelled courts to resolve ambiguities in such contracts against the insurance companies. … This recognition has also led courts to enforce unambiguous insurance contracts in accordance with the reasonable expectations of the insured.”) (citations omitted); *Harr v. Allstate*, 54 N.J. 287, 255 A. 2d 208, 217 (1969) ("It is clear that this court's approach to defenses to claims on insurance contracts has changed very

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						substantially in recent years. Our expressions have come in a variety of issues and contexts, but all have indicated as their keystone the goal of greater protection to the ordinary policyholder untutored in the intricacies of insurance. We have realistically faced up to the fact that insurance policies are complex contracts of adhesion, prepared by the insurer, not subject to negotiation, in the case of the average person, as to terms and provisions and quite unintelligible to the insured even were he to attempt to read and understand their unfamiliar and technical language and awkward and unclear arrangement. . . . We have stressed, among other things, the aim that average purchasers of insurance are entitled to the broad measure of protection necessary to fulfill their reasonable expectations; that it is the insurer's burden to obtain, through its representatives, all information pertinent to the risk and the desired coverage before the contract is issued; and that it is likewise its obligation to make policy provisions, especially those relating to coverage, exclusions and vital conditions, plain, clear and prominent to the layman."); *Bowler v. Fidelity and Casualty Company of New York*, 53 N.J. 313, 250 A.2d 580, 587 (1969) (involving a limitation of time to sue on a policy of disability insurance, the court stated, "Insurance policies are contracts of the utmost good faith and must be administered and performed as such by the insurer. Good faith 'demands that the insurer deal with laymen as laymen and not as experts in the subtleties of law and underwriting.' [Citations omitted]. In all insurance contracts, particularly where the language expressing the extent of the

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						coverage may be deceptive to the ordinary layman, there is an implied covenant of good faith and fair dealing that the insurer will not do anything to injure the right of its policyholder to receive the benefits of his contract. This covenant goes deeper than the mere surface of the writing. When a loss occurs which because of its expertise the insurer knows or should know is within the coverage, and the dealings between the parties reasonably put the company on notice that the insured relies upon its integrity, fairness and honesty of purpose, and expects his right of payment to be considered, the obligation to deal with him takes on the highest burden of good faith.").
N.M.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Loya v. State Farm Mut. Ins. Co.*, 119 N.M. 1, 5, 888 P.2d 447, 451 (1994) (" 'the reasonable expectations of the insured . . . provide the criteria for examining an insurance contract on the basis both of the actual words used and of unresolved issues that the insurance company has an obligation to address.' ") (citation omitted); *Estep v. State Farm Mut. Auto. Ins. Co.*, 703 P.2d 882 (N.M. 1985) (stating that an insurance policy is a contract of adhesion); *King v. Travelers Ins. Co.*, 84 N.M. 550, 556, 505 P.2d 1226, 1232 (1973) (" 'It is a cardinal principle of insurance law that a policy or contract of insurance is to be construed liberally in favor of insured or his beneficiary and strictly as against insurer.' ") (citation omitted); *Ivy Nelson Grain Co. v. Commercial Union Ins. Co.*, 80 N.M. 224, 225-26, 453 P.2d 587, 588-89 (1969) ("First, the words in a contract of insurance are

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						given their ordinary meaning, and, where there is ambiguity, the test is not what the insurer intended its words to mean, but what a reasonable person in the position of the insured would understand them to mean. … Secondly, an insurance contract must be considered as a whole; and if the policy is clear and is not ambiguous, the courts have no occasion to construe the terms thereof. … Lastly, where an insurance contract is ambiguous, the ambiguity is resolved against the insurer.) (citations omitted).
N.Y.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Ace Wire & Cable Co. v Aetna Cas. & Sur. Co.*, 60 N.Y.2d 390, 398, 457 N.E.2d 761, 764 (1983) ("The tests to be applied in construing an insurance policy are common speech ... and the reasonable expectation and purpose of the ordinary businessman ... . [Citations omitted]. The ambiguities in an insurance policy are, moreover, to be construed against the insurer … ."); *Herbil Holding Co. v Commonwealth Land Tit. Ins. Co.*, 183 A.D.2d 219, 227, 590 N.Y.S.2d 512, 517 (1992) ("We are guided by the general but well-established precept that in cases of doubt or ambiguity, a contract must be construed most strongly against the party who prepared it, and favorably to a party who had no voice in the selection of its language …. Thus, in a case involving a title insurance policy such as the one before us, 'not only the provisions of the policy as a whole, but also the exceptions to the liability of the insurer, must be construed so as to give the insured the protection he reasonably had a right to expect, and to that end doubts,

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						ambiguities, and uncertainties arising out of the language used in the policy must be resolved in his favor … [citations omitted]' "); *Eagle Star Ins. Co. v. International Proteins Corp.*, 45 A.D.2d 637, 639, 360 N.Y.S.2d 648, 650 (1974) ("Contracts of insurance have been referred to as 'Contracts of Adhesion' in view of the disadvantageous bargaining position which generally exists between the parties and, under such circumstances, are narrowly construed against the insurer (4 Williston, Contracts [3d ed.], § 626, pp. 855-857).".
N.C.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Grant v. Emmco Ins. Co.*, 295 N.C. 39, 43, 243 S.E.2d 894, 897 (1978) (when an ambiguity exists, an insurance policy should be construed as a reasonable person in the position of the insured would have understood it to mean); *Barker v. Insurance Co.*, 241 N.C. 397, 400, 85 S.E. 2d 305, 307 (1955) ("Policies of insurance differ somewhat from other contracts, however, in respect to the rules of construction to be applied to them. They are unipartite. They are in the form of receipts from insurers to the insured, embodying covenants to compensate for losses described. They are signed by the insurer only. In general, the insured never sees the policy until after he contracts and pays his premium, and he then most frequently receives it from a distance, when it is too late for him to obtain explanations or modifications of the policy sent him. The policy, too, is generally filled with conditions inserted by persons skilled in the learning of the insurance law and acting in the exclusive interest of the insurance company. Out of these

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						circumstances the principle has grown up in the courts that these policies must be construed liberally in respect to the persons insured, and strictly with respect to the insurance company. … [Citation omitted.]").
N.D.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Emcasco Ins. Co. v. L & M Dev.*, 372 N.W.2d 908, 910 (N.D. 1985) (" 'It is well-established in North Dakota that, because an insurance policy is a contract of adhesion, any ambiguity or reasonable doubt as to the meaning of the policy is to be strictly construed against the insurer and in favor of the insured. If the language in an insurance contract will support an interpretation which will impose liability on the insurer and one which will not, the former interpretation will be adopted. … Insurance contracts are unipartite in character. They are drafted by company experts learned in the law of insurance. Insurance policies should be written so that an ordinary layperson untrained in the field of insurance, can clearly understand them and know whether or not coverage is afforded. If they are not so written, the insurance company must assume the consequences of the ambiguity and resulting confusion.' ") (citing *Aid Ins. Servs. v. Geiger*, 294 N.W.2d 411, 414-15 (N.D. 1980) (same)); *Mills v. Agrichemical Aviation*, 250 N.W.2d 663, 673 (N.D. 1977) (interpreting policy in accordance with the reasonable expectations of the insured).
Ohio	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Andersen v. Highland House Co.*, 93 Ohio St. 3d 547, 549, 757 N.E.2d 329

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						(2001) ("in order to defeat coverage, 'the insurer must establish not merely that the policy is capable of the construction it favors, but rather that such an interpretation is the only one that can fairly be placed on the language in question.' ") (citation omitted); *Buckeye Union Ins. Co. v. Price*, 39 Ohio St.2d 95, 313 N.E.2d 844 (1974) (language in a contract of insurance reasonably susceptible of more than one meaning will be construed liberally in favor of the insured and strictly against the insurer); *Smith v. Globe American Cas. Co.*, 38 Ohio Misc. 82, 86-87, 313 N.E. 2d 21, 24-25 (1973) ("when there is a disparity in bargaining power between parties to a contract the courts are scrutinizing the contract. These one-sided contracts are called adhesion contracts. They are usually standard printed forms prepared by one party and submitted to the other on a take it or leave it basis, wherein there is often no true equality of bargaining power. … Insurance policies are of this type. They are almost always printed forms where usually only the amount of coverage and rate of premium are added thereto. In the instant case, the court finds that the policy in question was an adhesion contract. These contracts should be strictly construed in favor of the insured. Most laymen, upon receiving an insurance policy, look at the coverage and not at the other fine print. In fact, most of these policies are so voluminous and difficult to read that it would take an expert to understand them. What in essence happens, is that the insured is "stuck" with the policy because he needs insurance. Clauses in these policies which an insured would probably not want

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						and which he did not openly contract for, should be struck down as against public policy.") (citation omitted).
Okla.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Max True Plastering Co. v. United States Fid. & Guar. Co.*, 912 P.2d 861, 864 (Okla. 1996) ("An adhesion contract is a standardized contract prepared entirely by one party to the transaction for the acceptance of the other. These contracts, because of the disparity in bargaining power between the draftsman and the second party, must be accepted or rejected on a "take it or leave it" basis without opportunity for bargaining---the services contracted for cannot be obtained except by acquiescing to the form agreement. … Insurance contracts are contracts of adhesion because of the uneven bargaining positions of the parties." … In Oklahoma, "1) ambiguities are construed most strongly against the insurer; 2) in cases of doubt, words of inclusion are liberally applied in favor of the insured and words of exclusion are strictly construed against the insurer; 3) an interpretation which makes a contract fair and reasonable is selected over that which yields a harsh or unreasonable result; 4) insurance contracts are construed to give effect to the parties' intentions; 5) the scope of an agreement is not determined in a vacuum, but instead with reference to extrinsic circumstances; and 6) words are given effect according to their ordinary or popular meaning." *Id.*, 912 P.2d at 865) (citations omitted); *Homestead Fire Ins. Co. v. De Witt*, 206 Okla. 570, 245 P.2d 92, 94 (1952) (" 'Our guide is the reasonable expectation and purpose of the

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						ordinary business man making an ordinary business contract. It is his intention, expressed or fairly to be inferred, that counts.' ") (quoting *Bird v. St. Paul Fire & Marine Ins. Co.*, 224 N.Y. 47, 51, 120 N.E. 86, 87 (1918).
Ore.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Totten v. New York Life Ins. Co.*, 298 Ore. 765, 771, 696 P.2d 1082, 1086 (1985) ("We interpret the terms of an insurance policy according to what we perceive to be the understanding of the ordinary purchaser of insurance."); *Chalmers v. Oregon Auto Ins. Co.*, 262 Ore. 504, 509, 500 P.2d 258, 260 (1972) ("while the primary rule of contract interpretation, including insurance contracts, is to ascertain the intent of the parties, if possible, it is nevertheless established in Oregon that when a policy of insurance is ambiguous it 'should be construed * * * in the sense in which the insured had reason to suppose it was understood.' ") (citation omitted); *Knappenberger v. Cascade Ins. Co.*, 259 Ore. 392, 398, 487 P.2d 80, 83 (1971) (insurance contract is ordinarily viewed as an adhesion contract, as the insured rarely has any control over the "bargain")
Pa.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Tonkovic v. State Farm Mut. Auto. Ins. Co.*, 513 Pa. 445, 455-56, 521 A.2d 920, 925-26 (1987) ("We hold that where, as here, an individual applies and prepays for specific insurance coverage, the insurer may not unilaterally change the coverage provided without an affirmative showing that the insured was notified of, and understood, the change, regardless of whether the insured read the policy.

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						We note that this holding is in accord with our decision in *Collister v. Nationwide Life Insurance Co.*, 479 Pa. 579, 388 A.2d 1346, *cert. denied*, 439 U.S. 1089, 99 S.Ct. 871, 59 L.Ed.2d 55 (1978), recognizing the adhesionary nature of insurance transactions, wherein we stated: The reasonable expectation of the insured is the focal point of the insurance transaction involved here. [Citation omitted.] … Courts should be concerned with assuring that the insurance purchasing public's reasonable expectations are fulfilled. Thus, regardless of the ambiguity, or lack thereof, inherent in a given set of insurance documents (whether they be applications, conditional receipts, riders, policies, or whatever), the public has a right to expect that they will receive something of comparable value in return for the premium paid. Courts should also keep alert to the fact that the expectations of the insured are in large measure created by the insurance industry itself."); *Cohen v. Erie Indem. Co.*, 14 Pa. D. & C.3d 444, 446-47 (1980) ("It is well-established in Pennsylvania as in most jurisdictions, that an insurance policy will be construed most strongly against the insurer who has prepared it … . If there is any doubt or ambiguity as to the meaning of a policy, such doubt or ambiguity will be resolved in favor of the insured … . If a policy is reasonably susceptible of two interpretations, it will be construed in favor of the insured in order not to defeat, without necessity, the claim to indemnity which it was the insured's object to obtain … . The reason behind these uncompromising rules is that an insurance policy is almost always a contract of adhesion -- one written by the insurer with

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						no input from the insured, i.e., a lack of negotiation and disparity of economic power. It is drafted by persons expert in the use of 'legalese,' with terms often obscured and imposed upon the adhering party, who thinks he is buying more protection than the insurer actually intends to provide. In addition to the strict rules dealing with ambiguity, Pennsylvania courts have historically been unfavorable to exceptions or exclusions from coverage … .") (citations omitted); *Miller v. Nationwide Ins. Co.*, 70 Pa. D. & C.2d 338, 344-45 (1975) ("It is clear that this court's approach to defenses to claims on insurance contracts has changed very substantially in recent years. Our expressions have come in a variety of issues and contexts, but all have indicated as their keystone the goal of greater protection to the ordinary policyholder untutored in the intricacies of insurance. We have realistically faced up to the fact that insurance policies are complex contracts of adhesion, prepared by the insurer, not subject to negotiation, in the case of the average person, as to terms and provisions and quite unintelligible to the insured even were he to attempt to read and understand their unfamiliar and technical language and awkward and unclear arrangement. . . . We have stressed, among other things, the aim that average purchasers of insurance are entitled to the broad measure of protection necessary to fulfill their reasonable expectations; that it is the insurer's burden to obtain, through its representatives, all information pertinent to the risk and the desired coverage before the contract is issued; and that it is likewise its obligation to make policy provisions, especially

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						those relating to coverage, exclusions and vital conditions, plain, clear and prominent to the layman.") (citing *Harr v. Allstate*, 54 N.J. 287, 255 A. 2d 208, 217 (1969)).
R.I.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Elliott Leases Cars, Inc. v. Quigley*, 118 R.I. 321, 325-326, 373 A.2d 810, 812 (1977) ("If there remains any doubt, the terms should be read in the sense which the insurer had reason to believe they would be interpreted by the ordinary reader and purchaser. The test to be applied is not what the insurer intended by his words, but what the ordinary reader and purchaser would have understood them to mean."); *Goucher v. John Hancock Mutual Life Insurance Co.*, 113 R.I. 672, 681, 324 A.2d 657, 662 (1974) ("when the language employed by an insurer is ambiguous or susceptible to one or more reasonable interpretations, it will be strictly construed against the insurer"); *Pickering v. American Employers Insurance Co.*, 109 R.I. 143, 159-60, 282 A.2d 584, 593 (1971) ("[a] n insurance contract is not the end result of the give-and-take that goes on at a bargaining table. … [A] n insurance policy is not a true consensual arrangement but one that is available to the premium-paying customer on a take-it-or-leave-it basis. ").
S.C.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Stevenson v. Connecticut General Life Ins. Co.*, 265 S.C. 348; 218 S.E.2d 427 (1975) (" 'It is settled beyond cavil in this jurisdiction that the terms of an insurance policy should be construed most liberally in favor of the insured, and

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						that in case of conflict or ambiguity, a construction will not be adopted that defeats recovery if the policy is reasonably susceptible of a meaning that will permit recovery. We uniformly give the insured the benefit of any doubt in the construction of the terms used in an insurance policy.' ") (quoting *Hann v. Carolina Casualty Insurance Company*, 252 S.C. 518, 525, 167 S.E. (2d) 420, 422-23 (1969)); *Columbia College v. Pennsylvania Ins. Co.*, 250 S.C. 237, 254-55 (1967) ("In interpreting the insuring agreement, which includes consideration of all the instruments, we have considered the intent and reasonable expectation of the parties. We think that the insured was justified in believing that blanket coverage was provided for both the real estate and the personal property referred to in P.I. Form No. 1."); *Lackey v. Green Tree Fin. Corp.*, 330 S.C. 388; 394, 498 S.E.2d 898, 901 (1998) (" '[A] contract of adhesion is generally thought of as a standard form contract offered on a 'take-it-or-leave-it' basis. The terms of the contract of adhesion are not negotiable. An offeree faced with such a contract has two choices: complete adherence or outright rejection.' ") (Citation omitted).
S.D.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Trouten v. Heritage Mut. Ins. Co.*, 632 N.W.2d 856, 862-63 (S.D. 2001) (" 'As a supplier of a public service rather than a manufactured product, the obligations of insurers go beyond meeting reasonable expectations of coverage. The obligations of good faith and fair dealing encompass qualities of decency and humanity inherent in the responsibilities of a fiduciary. Insurers hold themselves out as

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						fiduciaries, and with the public's trust must go private responsibility consonant with that trust. [Citation omitted.] Furthermore, the relationship of insurer and insured is inherently unbalanced; the adhesive nature of insurance contracts places the insurer in a superior bargaining position.' ") (quoting with approval *Egan v. Mutual of Omaha Ins. Co.*, 24 Cal. 3d 809, 820, 620 P.2d 141, 146 (1979)); *McGriff v. U.S. Fire Ins. Co.*, 436 N.W.2d 859, 862 (S.D. 1989) ("We recognize the general principle that if a contract of insurance is fairly susceptible to two constructions, one of which is more favorable to the insured than the other, the construction most favorable to the insured should be adopted."); *Dairyland Ins. Co. v. Kluckman*, 86 S.D. 694, 703, 201 N.W.2d 209, 213-14 (1972) ("It has long been the rule that if a contract of insurance is fairly susceptible to two constructions, one of which is more favorable to the insured than the other, the construction most favorable to the insured should be adopted …, and that a contract of insurance is to be construed liberally in favor of the insured and strictly against the insurer. … Any uncertainty or ambiguity in a contract of insurance must be construed most strongly against the insurer and in favor of the insured.") (citations omitted).
Tenn.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*American Justice Ins. Reciprocal v. Hutchison*, 15 S.W.3d 811, 814-15 (Tenn. 2000) ('The language of the policy must be taken and understood in its plain, ordinary and popular sense. … Where language in an insurance policy is

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						susceptible of more than one reasonable interpretation, however, it is ambiguous. … If the ambiguous language limits the coverage of an insurance policy, that language must be construed against the insurance company and in favor of the insured.") (citations omitted) (also noting that various insurance policies are contracts of adhesion insofar as "they are 'form contracts drafted by the insurer, and the insured has little, if any, bargaining power.' " (quoting *Alcazar v. Hayes*, 982 S.W.2d 845, 850 (Tenn. 1998) (same)); *English v. Virginia Surety Co.*, 196 Tenn. 426, 430-31 (1954) ("As was said by this Court in *Colley v. Pearl Assur. Co.*, supra, 184 Tenn. at page 15, 195 S. W. (2d) at page 16, 'This question [coverage] is to be determined by consideration of the policy as a whole construing any ambiguities against the company, to ascertain the intention of the parties as it is disclosed by the language used in the policy itself.' The opinion in the *Colley* case then continues with this quotation from Judge Cardozo in *Bird v. St. Paul Fire & Marine Ins. Co.*, 224 N. Y. 47, 51, 120 N. E. 86, 87, 13 A. L. R. 875: ' "Our guide is the reasonable expectation and purpose of the ordinary business man when making an ordinary business contract. It is his intention, expressed or fairly to be inferred, that counts." ' "); *Bill Brown Constr. Co. v. Glens Falls Ins. Co.*, 818 S.W.2d 1, 12-13 (Tenn. 1991) ("An insurance policy is a contract of adhesion drafted by the insurer. … Moreover, the insurer is in a better position to minimize the frequency of occasions in which the reasonable expectations of an insured are not supported by the policy language."); *MFA Mut.*

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						Ins. Co. v. Flint, 574 S.W.2d 718, 721 (Tenn. 1978) (the insurer's obligation of good faith and fair dealing in the first party context is " 'based on the reasonable expectations of the insured and the unequal bargaining positions of the contractants.' ") (quoting *Craft v. Economy Fire and Casualty Co.*, 572 F.2d 565, 568-69 (7th Cir. 1978)).
Tex.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Barnett v. Aetna Life Ins. Co.*, 723 S.W.2d 663, 666 (Tex. 1987) ("Under normal circumstances, language and terms of an insurance policy are chosen by the insurance company. This being so, when the language chosen is susceptible of more than one construction, such policies should be construed strictly against the insurer and liberally in favor of the insured."); *Murphy v. Texas Farmers Ins. Co.*, 982 S.W.2d 79, 81 (Tex. App. 1998) (in determining coverage, the court must consider the reasonable expectations of the insured); *Union Pac. Resources Co. v. Aetna Casualty & Sur. Co.*, 894 S.W.2d 401, 405 (Tex. App. 1994) ("To give effect to the parties' intent, discovery is necessary to determine the 'meaning that would be attached to the integration by a reasonably intelligent person acquainted with all operative usages' of insurance policy language from the standpoint of the insured.") (citation omitted); *Crown Central Petroleum Corp. v. Jennings*, 727 S.W.2d 739, 741 (1987) (noting that "insurance cases involve different rules of construction and different policy considerations," and citing out-of-state cases for the proposition that insurance contracts are contracts of adhesion).

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STATE	AN INSURANCE POLICY IS A CONTRACT OF ADHESION	AMBIGUITIES, DOUBTS OR UNCERTAINTIES, IF ANY, IN AN INSURANCE POLICY ARE TO BE RESOLVED AGAINST THE INSURER AND IN FAVOR OF THE INSURED	INSURANCE POLICIES ARE TO BE INTERPRETED IN ACCORDANCE WITH THE REASONABLE INTERPRETATION, UNDERSTANDING OR EXPECTATION OF THE INSURED	WORDS USED IN AN INSURANCE POLICY ARE TO BE GIVEN THE PLAIN MEANING A LAYMAN WOULD ATTACH TO THEM	INSURANCE POLICIES ARE STRICTLY CONSTRUED AGAINST THE INSURER AND LIBERALLY CONSTRUED IN FAVOR OF THE INSURED	CASE CITATION AND SYNOPSIS OF GOVERNING LAW
Utah	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*United States Fidelity & Guar. Co. v. Sandt*, 854 P.2d 519, 523 (Utah 1993) ("Because insurance policies are intended for sale to the public, the language of an insurance contract must be interpreted and construed as an ordinary purchaser of insurance would understand it. … An ambiguity in a contract may arise (1) because of vague or ambiguous language in a particular provision or (2) because two or more contract provisions, when read together, give rise to different or inconsistent meanings, even though each provision is clear when read alone. The policy in the instant case contains both types of ambiguity. With respect to both types of ambiguity, the policy must be construed in light of how the average, reasonable purchaser of insurance would understand the language of the policy as a whole."); *Moore v. Energy Mut. Ins. Co.*, 814 P.2d 1141 (Utah Ct. App. 1991) ("as a matter of public policy, ambiguities or inconsistent provisions in insurance contracts are construed against the insurer and in favor of coverage. [citations omitted] This rule is based on the premise that insurance contracts are 'generally contracts of adhesion which are not negotiated at arms length and which usually contain various provisions for protection of the interests of the insurance company.' *General Motors Acceptance Corp. v. Martinez*, 668 P.2d 498, 501 (Utah 1983).").
Vt.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Sanders v. St. Paul Mercury Ins. Co.*, 148 Vt. 496, 500, 536 A.2d 914, 916 (1987)

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						("Ambiguity in policy language should be resolved in favor of the insured since the insurer is in a far better position to avoid latent ambiguity in the text of a policy."); *State v. Glens Falls Insurance Co.*, 137 Vt. 313, 319-20, 404 A.2d 101, 105 (1979) ("Under the policy the insurer agreed to pay 'all sums which the insured shall become legally obligated to pay as damages.' The language 'all sums as damages' means the whole amount due a plaintiff as damages pursuant to a legal judgment or settlement regardless of how characterized. We need not repeat the insurer's elaborate attempt to convince us otherwise because it overlooks the cardinal rule of construction that disputed contract language, if clear and unambiguous, must be given force and effect in its plain, ordinary, and popular sense. … The insurer drafts the contract and can easily include exclusions for punitive damages, or can bargain a higher premium. Where it does neither and uses the language involved here, coverage ought to be had. … In these circumstances we decline to unsettle the insured's reasonable expectation that 'all sums' means 'all sums.' ").
Va.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Lincoln National Life Ins. Co. v. Commonwealth Container Corp.*, 229 Va. 132, 136-37, 327 S.E.2d 98, 101 (1985) ("It is as logical to conclude under these facts that the phrase has the meaning the policyholder urges as it is to conclude that the term has the meaning the insurer asserts. 'An ambiguity exists when language admits of being understood in more than one way or refers to two or more things

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						at the same time.' … Because the policy language is ambiguous, it will be construed strictly against the insurer. And where the policy is susceptible of two constructions, one of which would effect coverage and the other would not, the court will adopt that construction which will afford coverage.") (citations omitted); *St. Paul Ins. v. Nusbaum & Co.*, 227 Va. 407, 411, 316 S.E.2d 734, 736 (1984) ("Insurance policies are contracts whose language is ordinarily selected by insurers rather than by policyholders. The courts, accordingly, have been consistent in construing the language of such policies, where there is doubt as to their meaning, in favor of that interpretation which grants coverage, rather than that which withholds it. Where two constructions are equally possible, that most favorable to the insured will be adopted. Language in a policy purporting to exclude certain events from coverage will be construed most strongly against the insurer.") (citations omitted); *Korman v. Carpenter*, 216 Va. 86; 89, 216 S.E.2d 195, 196 (1975) (noting that insurance coverage would comport with the reasonable expectations of the insured).
Wash.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Ames v. Baker*, 68 Wash. 2d 713, 716-717, 415 P.2d 74, 76-77 (1966) ("It is well established that the language of an insurance policy should be interpreted in accordance with the way it would be understood by the average man purchasing insurance. … When a policy is fairly susceptible of two different interpretations, that interpretation most favorable to the insured must be applied, even though a

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						different meaning may have been intended by the insurer.") (citation omitted); *Brower Co. v. Garrison*, 2 Wash. App. 424, 430, 468 P.2d 469, 473 (1970) ("an insurance policy is recognized as a contract of adhesion and treated accordingly").
W.Va.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Riffe v. Home Finders Assocs*., 205 W. Va. 216, 221, 517 S.E.2d 313, 318 (1999) ("Intertwined with the notion of ambiguity is the 'doctrine of reasonable expectations:' With respect to insurance contracts, the doctrine of reasonable expectations is that the objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy provisions would have negated those expectations.") (citations omitted); *Murray v. State Farm Fire & Cas. Co.*, 203 W. Va. 477, 490-91, 509 S.E.2d 1, 14-15 (1998) (" 'With respect to insurance contracts, the doctrine of reasonable expectations is that the objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy provisions would have negated those expectations.' … These policies are contracts of adhesion, offered on a take-it-or-leave-it basis, often sight unseen until the premium is paid and accepted, full of complicated, almost mystical, language. 'It is generally recognized the insured will not read the detailed, cross-referenced, standardized, mass-produced insurance form, nor understand it if he

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						does.' ") (citations omitted).
Wis.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Grube v. Daun*, 173 Wis. 2d 30, 73, 496 N.W.2d 106, 122-23 (1992) ("insurance contracts are contracts of adhesion, allowing the insured little choice in adding, eliminating or writing standard provisions … ."); *Gross v. Lloyds of London Ins. Co.*, 121 Wis.2d 78, 87, 358 N.W.2d 266, 270-71 (1984) (When construing an insurer's obligations under a policy, "courts must look to the reasonable expectations of the insured."); *Garriguenc v. Love*, 67 Wis. 2d 130, 134-35, 226 N.W.2d 414, 417 (1975) ("In the case of an insurance contract, the words are to be construed in accordance with the principle that the test is not what the insurer intended the words to mean but what a reasonable person in the position of an insured would have understood the words to mean. Whatever ambiguity exists in a contract of insurance is resolved in favor of the insured.") (Footnotes omitted.); *Luckett v. Cowser*, 39 Wis. 2d 224, 229, 231, 159 N.W.2d 94, 97-98 (1968) ("'The language of the policy is to be construed in accordance with the principle that 'the test is not what the insurer intended its words to mean, but what a reasonable person in the position of the insured would have understood them to mean.' … In construing a policy, a court must consider what a reasonable person in the position of the insured would have understood it to mean.") (citations omitted).

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Wyo.	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	*Aaron v. State Farm Mut. Auto. Ins. Co.*, 2001 Wyo. 112, 34 P.3d 929, 933 (2001) ("because insurance policies represent contracts of adhesion where the insured has little or no bargaining power to vary the terms, if the language is ambiguous, the policy is strictly construed against the insurer"); *State Farm Mut. Auto. Ins. Co. v. Shrader*, 882 P.2d 813, 827 (Wyo. 1994) ("the duty of good faith and fair dealing acknowledges the unequal bargaining power and reasonable expectations of the insured … .").