IN THE COURT OF APPEALS OF IOWA

No. 7-217 / 06-1825
Filed August 8, 2007

KURT W. STAMP and CAROLINE A. STAMP,
Plaintiffs-Appellants,

vs.

WESTERN IOWA MUTUAL INSURANCE ASSOCIATION,
Defendant-Appellee.

Appeal from the Iowa District Court for Pottawattamie County, James M. Richardson, Judge.

Plaintiffs appeal the district court's grant of summary judgment to defendant in their action for interpretation of an insurance policy. **REVERSED AND REMANDED.**

Philip Willson of Willson & Pechacek, P.L.C., Council Bluffs, for appellants.

Gregory Barntsen of Smith Peterson Law Firm LLP, Council Bluffs, for appellee.

Considered by Vogel, P.J., and Eisenhauer, J., and Brown S.J.*

*Senior judge assigned by order pursuant to Iowa Code section 602.9206 (2007).

BROWN, S. J.

I. Background Facts and Proceedings

The plaintiffs, Kurt and Caroline Stamp, have a farm security insurance policy with defendant, Western Iowa Mutual Insurance Co., for their farm in Pottawattamie County. On March 6, 2005, a fire that originated outside plaintiffs' property spread to their farm fields. Plaintiffs had harvested their crops in the fall of 2004, but there were stalks, cobs and leaves remaining in the fields.

Plaintiffs requested coverage under their policy for the stalks, cobs and leaves, which they referred to as stover. Defendant denied coverage based on an exclusion for "[s]tanding seed or forage crops, straw or stubble." Defendant asserted the stalks, cobs and leaves in the field were stubble, for which there was no coverage. Plaintiffs contended they sought coverage for the crop residue remaining in the fields after harvest other than the remaining stalks attached to the earth.

Plaintiffs filed a petition in district court seeking a declaratory judgment that their losses were covered by the insurance policy. Both parties filed motions for summary judgment. Plaintiffs provided an affidavit to show stover had a market value.

The district court determined stover was personal property, and was covered by the insurance policy unless specifically excluded. The court found "stover" and "stubble" both referred to debris remaining after harvest of a grain crop. The court concluded the meaning of "stover" and "stubble" was the same, and the insurance policy excluded coverage for stover or stubble. Plaintiffs appeal.

II. Standard of Review

We review a ruling on a motion for summary judgment for a correction of errors at law. Iowa R. App. P. 6.4. Summary judgment is appropriate only when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Iowa R. Civ. P. 1.981(3); *Kistler v. City of Perry*, 719 N.W.2d 804, 805 (Iowa 2006). A court should view the record in the light most favorable to the nonmoving party. *Eggiman v. Self-Insured Servs. Co.*, 718 N.W.2d 754, 758 (Iowa 2006).

III. Merits

There are well established rules as to how insurance policies are viewed in disputes between the insurer and the insured. We interpret an insurance policy by looking at the meaning of the words used in the policy, and we construe the policy to determine its legal effect. *American Family Life Ins. Co. v. Corrigan*, 697 N.W.2d 108, 111 (Iowa 2005). In construing and interpreting an insurance policy, we consider the intent of the parties. *Grinnell Mut. Reins. Co. v. Jungling*, 654 N.W.2d 530, 536 (Iowa 2002). "Except in cases of ambiguity, the intent of the parties is determined by the language of the policy." *LeMars Mut. Ins. Co. v. Joffer*, 574 N.W.2d 303, 307 (Iowa 1998). Where neither party offers extrinsic evidence, as is the case here, the construction and the interpretation of an insurance policy is a matter of law for the court to decide. *American Family*, 697 N.W.2d at 111.

An insurer has a duty to define any limitations or exclusions in clear and explicit terms. *Bituminous Cas. Corp. v. Sand Livestock Sys., Inc.*, 728 N.W.2d 216, 220 (Iowa 2007). If words are not defined in the insurance policy, we give

them their ordinary meaning. *Grinnell Mut.*, 654 N.W.2d at 536. We give words the meaning that a reasonable person would understand them to mean. *Bituminous Cas.*, 728 N.W.2d at 220-21. Dictionaries are routinely used to determine the ordinary meaning of words. *Lemars Mut. Ins. Co.,* 574 N.W.2d at 307. Ambiguous policy provisions are interpreted in favor of the insured because insurance policies are in the nature of adhesion contracts. *Grinnell Mut.*, 654 N.W.2d at 536. There is ambiguity if, "after the application of pertinent rules of interpretation to the face of the instrument, a genuine uncertainty results as to which one of two or more meanings is the proper one." *Fraternal Order of Eagles v. Illinois Casualty Co.,* 364 N.W.2d 218, 221 (Iowa 1985) (quoting *Gendler Stone Products Co. v. Laub,* 179 N.W.2d 628, 631 (Iowa 1970)).

Stover is defined as "the refuse of a field crop (as stalks and leaves of corn after the ears are harvested) used as a feed for cattle." Webster's Third New Int'l Dictionary 2253 (1993). *Accord* The American Heritage Dictionary of the English Language 1272 (1969) ("The dried stalks and leaves of a cereal crop used as fodder after the grain has been harvested."). Stubble is defined as "a stump of a cultivated plant . . . left in the ground after cutting or harvest" or "the straw of grain or other stalks remaining after the harvest." Webster's Third New Int'l Dictionary at 2267. *Accord* The American Heritage Dictionary at 1278 ("The short, stiff stalks of a grain or hay crop remaining on a field after the crop has been harvested.").

The exclusion for "[s]tanding seed or forage crops, straw or stubble" does not specifically include stover. The exclusion relied on by the defendant is not clear and explicit and we conclude the exclusion is ambiguous as to whether it

covers stover. We do not agree with the district court that stubble and stover mean the same thing. The term "stover" appears to have a specific meaning as the refuse of a field crop used as feed for livestock. The definition of "stubble" does not refer to field refuse being used as feed for cattle; rather stubble is uniformly defined as the severed stalks remaining in the ground after harvest. The plaintiffs expressly do not seek coverage for the remaining, severed stalks. Because the language of the exclusion is ambiguous, it should be interpreted in the light most favorable to the insured. *See American Family*, 697 N.W.2d at 111. Furthermore, exclusions are strictly construed against the insurer. *See id*.

We determine plaintiff's claims are not excluded by the exclusion for "[s]tanding seed or forage crops, straw or stubble." We reverse the decision of the district court granting summary judgment for the insurer.

REVERSED AND REMANDED.