

Sprague v. Safeco Ins. Co. of Am.
Concurrence by Alexander, J.P.T.

No. 85794-6

ALEXANDER, J.* (concurring)—I agree with the majority that Safeco Insurance Company of America properly denied coverage because the homeowners' policy before us excluded coverage for both rot and defective construction. I write separately, however, in order to set forth my opinion that even if Safeco's policy covered losses associated with "collapse," it is apparent that Max and Krista Sprague's deck did not collapse. In reaching that conclusion, I am mindful of the principle that we are to construe terms in an insurance policy from the standpoint of a typical purchaser of insurance. In my view, a typical purchaser of insurance would be inclined to agree with the following definition of "collapse" that is contained in *Webster's Third New International Dictionary* 443 (2002): "to break down completely : fall apart in confused disorganization : crumble into insignificance or nothingness . . . fall into a jumbled or flattened mass." The record here shows that the Spragues' deck did not break down. Neither did it fall apart or crumble. Thus, it cannot be said that it collapsed.

The dissent disagrees, highlighting a portion of *Webster's* definition of

*Justice Gerry L. Alexander is serving as a justice pro tempore of the Supreme Court pursuant to Washington Constitution article IV, section 2(a).

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“collapse,” which is as follows: “a breakdown of vital energy, strength, or stamina.” Dissent at 4 (quoting Webster’s, *supra*, at 443). It is apparent that this portion of Webster’s definition of “collapse” has no application to the collapse of structures but, rather, relates to the kind of emotional or mental collapse that may be experienced by an individual. Here, of course, we are confronted with an alleged collapse of a structure, a deck, not the asserted loss of physical abilities or physical depression. Construing the term “collapse” in a commonsense way, as would a typical purchaser of insurance, and in the context of what occurred here, we should hold that the Spragues’ deck did not collapse. For that reason, as well as that set forth in the majority opinion, there is no coverage under the Safeco policy.

AUTHOR:

Gerry L. Alexander, Justice Pro
Tem. _____

WE CONCUR:

Justice Mary E. Fairhurst
