

## SUMMARY STATEMENT

*Parks v. Safeco Insurance Company*, Docket No. 43376

In a case arising out of Bannock County, the Idaho Supreme Court affirmed a district court's summary judgment dismissal of David and Kristina Parks' (collectively the "Parks") claims that they are entitled to \$440,195.55 under the policy, and Safeco Insurance Company ("Safeco") committed bad faith in handling the claim. The Parks argued on appeal that: (1) the policy was ambiguous and incorrectly interpreted regarding Safeco's obligations; (2) Safeco acted in bad faith by paying the ACV payment and withholding further payment until the Parks had incurred an expense to replace their house; and (3) they are entitled to amend their complaint to assert a claim for punitive damages.

The Idaho Supreme Court held that: (1) Safeco complied with the plain language of the policy; thus, the district court did not err in granting summary judgment in favor of Safeco regarding the Parks' breach of contract claim; (2) Safeco did not breach the policy; therefore, the district court did not err in granting summary judgment against the Parks regarding their claim that Safeco committed bad faith; and (3) the district court did not abuse its discretion in denying the Parks' motion to amend their complaint to assert a claim for punitive damages. Costs and attorney's fees were awarded to Safeco.