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DISTRICT II

May 8, 2024

To:

Hon. Samantha R. Bastil
Circuit Court Judge
Electronic Notice

Richard Hahn
Electronic Notice

Chris Koenig
Clerk of Circuit Court
Sheboygan County Courthouse
Electronic Notice

Jenna E. Rousseau
Electronic Notice

Joseph M. Wirth
Electronic Notice

You are hereby notified that the Court has entered the following opinion and order:

2022AP1050 Letha Haucke v. Metropolitan Property & Casualty
Insurance Company (L.C. #2021CV162)

Before Gundrum, P.J., Grogan and Lazar, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

This case arises from a dispute about a collapsed roof at a property at 413 North Street in Plymouth that Letha Haucke sold to Jacqueline Koch. Haucke appeals the circuit court's judgment declaring that her umbrella insurance policy carrier, Metropolitan Property & Casualty Insurance, did not provide coverage to her for the damages sought by Koch. The dispositive issue is whether Haucke maintained an underlying insurance policy that qualified her for coverage under the terms of the Metropolitan umbrella policy. Based on review of the briefs and

record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2021-22).¹ We affirm.

The interpretation of an insurance contract is a question of law that we review de novo, applying the same rules of construction that we apply to contracts generally. *Wisconsin Label Corp. v. Northbrook Prop. & Cas. Ins. Co.*, 2000 WI 26, ¶¶22-23, 233 Wis. 2d 314, 607 N.W.2d 276. When we construe an insurance policy, we look first to the language of the policy. *Stubbe v. Guidant Mut. Ins. Co.*, 2002 WI App 203, ¶8, 257 Wis. 2d 401, 651 N.W.2d 318. If the language is clear on its face, we simply apply the policy terms. *See Wisconsin Label Corp.*, 233 Wis. 2d 314, ¶24, 607 N.W.2d 276.

The Metropolitan umbrella policy provides that the insured is required to maintain underlying insurance. The policy states: “**Maintenance of Underlying Insurance.** This policy requires you to have the types and amounts of insurance shown in the Declarations page.” “**Underlying Policy**” is defined as “a policy listed as an underlying policy in the Declarations.”

Haucke’s declarations page lists three underlying policies: (1) an automobile policy issued by Metropolitan with a limit of \$500,000; (2) a homeowners policy issued by Metropolitan with a limit of \$500,000; and (3) a watercraft policy issued by Metropolitan with a limit of \$500,000. None of these policies insure the property in Plymouth for which Haucke is seeking to invoke Metropolitan’s umbrella coverage.

¹ All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

Haucke argues that she has an “underlying policy” because her property in Plymouth was insured by Foremost Insurance Company. Haucke’s argument fails because the Foremost policy does not meet the definition of an “underlying policy” in the Metropolitan umbrella policy. The Metropolitan policy provides that an “underlying policy” is “a policy listed as an underlying policy in the Declarations.” The Foremost policy is not listed as an underlying policy in the declarations page. Because Haucke did not carry an “underlying policy” as defined by the Metropolitan umbrella policy, Metropolitan’s policy did not provide her coverage for the property at issue here.

Haucke has raised other issues but we do not address them because the issue we have addressed is dispositive. *See State v. Waste Mgmt. of Wis., Inc.*, 81 Wis. 2d 555, 564, 261 N.W.2d 147.

IT IS ORDERED that the judgment of the circuit court is summarily affirmed. *See* WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals