UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Greystoke Condominiums Association, Inc. a/k/a and insured as Greystoke Condominiums v. Westfield Insurance Company

Greystoke Condominiums · No. 21-cv-03419-RM-TPO · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Colorado grants Westfield Insurance Company's motion for summary judgment in a statutory bad-faith insurance dispute arising from fire damage to a condominium complex. The court concludes that the plaintiff failed to present sufficient evidence that the insurer unreasonably delayed payment of covered benefits and denies the remaining motions as moot.

CASE DETAILS

COURT	United States District Court for the District of Colorado
WRITING FOR THE COURT	Raymond P. Moore
JURISDICTION	United States District Court for the District of Colorado
DECIDED	March 31, 2026
DOCKET	21-cv-03419-RM-TPO
DISPOSITION	other
PROCEDURAL POSTURE	On cross-motions for summary judgment and motions to exclude or limit expert testimony in a statutory insurance bad-faith action, the court granted the insurer's motion for summary judgment and denied the remaining motions as moot.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law. The facts and reasonable inferences are viewed in the light most favorable to the nonmoving party. When the nonmoving party bears the trial burden, the moving party may prevail by showing that the nonmoving party lacks evidence establishing an essential element, after which the nonmoving party must identify specific facts creating a genuine issue for trial.
PRECEDENTIAL VALUE	unknown

TOPICS

insurance bad faith · summary judgment · insurance · commercial litigation · civil procedure

PRACTICE AREAS

insurance bad faith · insurance coverage · civil procedure · commercial litigation · construction law

QUESTIONS PRESENTED

1. Whether Greystoke presented sufficient evidence for a reasonable jury to find that Westfield delayed authorizing payment of covered insurance benefits without a reasonable basis under Colorado Revised Statutes section 10-3-1115(2).
2. Whether the timing and amount of Westfield's payments, its claim investigation and reliance on consultants, and its failure to engage additional experts created a genuine dispute of material fact concerning unreasonable claim handling.
3. Whether the parties' dispute over the amount of the loss, culminating in appraisal, precluded summary judgment on the statutory bad-faith claim.

HOLDINGS

1. Greystoke failed to produce sufficient evidence that Westfield delayed authorizing payment of a covered benefit without a reasonable basis, and therefore could not survive summary judgment on its statutory bad-faith claim.
2. The period between Westfield's initial and final payments, without more, did not create an inference of unreasonable claim handling or a genuine issue for trial.
3. Greystoke's conclusory expert opinions and speculative assertions that Westfield should have conducted additional investigations or consulted additional construction experts were insufficient to create a genuine dispute of material fact.

KEY QUOTATIONS

> *"The mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact."*

> *"What constitutes reasonableness under the circumstances is ordinarily a question of fact for the jury. However, in appropriate circumstances, as when there are no genuine issues of material fact, reasonableness may be decided as a matter of law."*

FACTUAL BACKGROUND

A fire damaged the Greystoke condominium complex on December 21, 2019. Westfield investigated the claim through multiple inspections, estimates, consultants, and communications with Greystoke and its contractors, making an initial payment and several supplemental payments. Greystoke later invoked appraisal, and the appraisers issued an award of $1,906,717.35, which Westfield promptly paid in full. Greystoke nevertheless alleged that Westfield unreasonably delayed payment of covered benefits, principally based on the handling of estimates, the reliance on a consultant, and the failure to engage additional construction experts.

PROCEDURAL HISTORY

A fire damaged the condominium complex, and Greystoke submitted an insurance claim to Westfield. After multiple inspections, estimates, supplemental payments, invocation of the policy appraisal provision, and payment of the appraisal award, Greystoke filed suit asserting statutory and common-law bad-faith breach-of-insurance-contract claims. The common-law claim was no longer at issue, leaving only the statutory claim; the court granted Westfield summary judgment and closed the case.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Gutteridge v. Oklahoma, 878 F.3d 1233, 1238 (10th Cir. 2018)
- Cillo v. City of Greenwood Vill., 739 F.3d 451, 461 (10th Cir. 2013)
- Scott v. Harris, 550 U.S. 372, 380 (2007)
- United States v. Simmons, 129 F.3d 1386, 1388 (10th Cir. 1997)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 251-52 (1986)
- Stone v. Autoliv ASP, Inc., 210 F.3d 1132, 1136 (10th Cir. 2000)
- Tesone v. Empire Mktg. Strategies, 942 F.3d 979, 994 (10th Cir. 2019)
- Am. Family Mut. Ins. Co. v. Barriga, 418 P.3d 1181, 1186 (Colo. 2018)
- Schultz v. GEICO Cas. Co., 429 P.3d 844, 847 (Colo. 2018)
- Am. Family Mut. Ins. Co. v. Allen, 102 P.3d 333, 343 (Colo. 2004)
- Fisher v. State Farm Mut. Auto. Ins. Co., 419 P.3d 985, 992 (Colo. App. 2015)
- State Farm Mut. Auto. Ins. Co. v. Fisher, 418 P.3d 501, 506 (Colo. 2018)
- High Desert Relief, Inc. v. United States, 917 F.3d 1170, 1181 (10th Cir. 2019)
- Rocky Mountain Expl., Inc. v. Davis Graham & Stubbs LLP, 420 P.3d 223, 229 (Colo. 2018)