UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

# Big D Builders, Inc. v. American Zurich Insurance Company

Big D Builders · No. 1:25-cv-00159-BLW · Decided March 31, 2026

## SUMMARY

The court grants Big D Builders' motion for partial summary judgment and denies American Zurich Insurance Company's cross-motion in an insurance coverage dispute arising from the collapse of an airplane hangar under construction. Applying Idaho law, the court holds that footings and columns installed before the policy period were covered property and were not unambiguously excluded as existing structures or existing inventory. The court further concludes that coverage would apply even if the policy language were ambiguous.

## CASE DETAILS

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| COURT | United States District Court for the District of Idaho |
| WRITING FOR THE COURT | B. Lynn Winmill |
| JURISDICTION | United States District Court for the District of Idaho |
| DECIDED | March 31, 2026 |
| DOCKET | 1:25-cv-00159-BLW |
| DISPOSITION | other |
| PROCEDURAL POSTURE | The parties filed cross-motions for partial summary judgment concerning whether a builder's risk insurance policy covered footings and columns installed before the policy period began. |
| STANDARD OF REVIEW | Summary judgment is proper when the pleadings, discovery, and affidavits show no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Interpretation of an insurance contract is a legal question. On cross-motions for summary judgment, each motion must be considered independently on its own merits. |
| PRECEDENTIAL VALUE | Unknown; district court memorandum decision and order with no reported citation |

## TOPICS

insurance coverage · construction law · contract interpretation · summary judgment · commercial litigation

## PRACTICE AREAS

insurance coverage | construction law | contract law | civil procedure | commercial litigation

## QUESTIONS PRESENTED

1. Whether the builder's risk policy unambiguously covered footings and columns installed before the policy period began.
2. Whether the policy's exclusions for existing buildings or structures and existing inventory unambiguously excluded the pre-policy footings and columns.
3. If the policy language was ambiguous, whether the court should construe the ambiguity in favor of the insured and resolve the coverage issue on summary judgment.

## HOLDINGS

1. The policy unambiguously covered the footings and columns because they were property that had been installed as part of the hangar project at the designated construction site.
2. The exclusions for existing buildings or structures and existing inventory did not unambiguously apply to the footings and columns.
3. Even if the policy language were ambiguous, the court would construe it in favor of Big D as the insured and conclude that the footings and columns were covered.

## KEY QUOTATIONS

> *"The Court is therefore satisfied that the covered property definition in the policy unambiguously covers any property installed on the hangar site as part of the hangar project."* (at 8)

> *"The Court thus grants Big D's motion for partial summary judgment and denies American Zurich's cross-motion for the same."* (at 16)

## FACTUAL BACKGROUND

Big D Builders was the general contractor for construction of a 39,000-square-foot airplane hangar at Boise Airport. The hangar collapsed before completion, causing extensive property damage. American Zurich issued a builder's risk policy covering the project from December 28, 2023, to December 28, 2024, but denied coverage for footings and columns installed before the policy period. The parties did not dispute that those components were installed before the policy began or that they were part of the future hangar project.

## PROCEDURAL HISTORY

Big D Builders sued American Zurich Insurance Company in a coverage dispute arising from the collapse of an airplane hangar under construction. American Zurich accepted coverage for most damage but denied coverage for footings and columns installed before the policy period. The court granted Big D's motion for partial summary judgment and denied American Zurich's cross-motion.

## DISPOSITION

other

CASES CITED

- McFarland v. Liberty Ins. Corp., 164 Idaho 611, 614 (2019)
- Hirst v. St. Paul Fire & Marine Ins. Co., 106 Idaho 792, 795 (Idaho Ct. App. 1984)
- Am. Triticale, Inc. v. Nytco Servs. Inc., 664 F.2d 1136, 1141 (9th Cir. 1981)
- Erie R. Co. v. Tompkins, 304 U.S. 64 (1938)
- Fair Hous. Council of Riverside Cnty., Inc. v. Riverside Two, 249 F.3d 1132, 1136 (9th Cir. 2001)
- Farm Bureau Mut. Ins. Co. v. Eisenman, 153 Idaho 549, 552 (2012)
- ABK, LLC v. Mid-Century Ins. Co., 166 Idaho 92, 102 (2019)
- Mutual of Enumclaw Ins. Co. v. Roberts, 128 Idaho 232, 235 (1996)
- Keiser v. American National Insurance Co., 2017 WL 2903343, at *7 (D. Idaho Feb. 27, 2017)
- Lakeland True Value Hardware, LLC v. Hartford Fire Ins. Co., 153 Idaho 716, 725 (2012)
- Perry v. Farm Bureau Mut. Ins. Co. of Idaho, 936 P.2d 1342, 1345 (Idaho Ct. App. 1997)
- Salley v. Beshay, 2012 WL 2735961 (N.J. Super. Ct. App. Div. July 10, 2012)
- Fisher v. Garrison Prop. & Cas. Ins. Co., 162 Idaho 149, 153 (2017)
- Toccoa Ltd. v. N. Am. Roofings Servs., LLC, 2023 WL 4401545 (E.D. Tex. June 8, 2023)
- Cherry v. Coregis Ins. Co., 146 Idaho 882, 884 (2009)
- Farm Bureau Mutual Ins. Co. of Idaho v. Schrock, 150 Idaho 817, 821 (2011)
- Clark v. Prudential Property and Casualty Ins. Co., 138 Idaho 538, 541 (2003)
- Wells Cargo, Inc. v. Transp. Ins. Co., 2012 WL 3112009, at *5 (D. Idaho July 30, 2012)
- BrunoBuilt, Inc. v. Auto-Owners Ins. Co., 561 P.3d 888, 903 (2024)
- Greenwald v. W. Sur. Co., 164 Idaho 929, 939 (2019)
- Evanston Ins. Co. v. Bosski, Inc., 2017 WL 1158245, at *2, *6, *8 (D. Idaho Mar. 28, 2017)