This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1670

Badger Mutual Insurance,
Appellant,

vs.

Alexia Coleman,
Respondent,

Ramell Coleman,
Respondent,

Malaika Sanford, as parent and natural guardian of M.C., a minor,
Respondent.

Filed June 8, 2026
Affirmed in part, reversed in part, and remanded
Bentley, Judge

Anoka County District Court
File No. 02-CV-24-6654

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Alexia Coleman, Minneapolis, Minnesota (self-represented respondent)

Ramell Coleman, St. Paul, Minnesota (self-represented respondent)

Taylor Brandt Cunningham, Bolt Law Firm, Anoka, Minnesota; and

Kyle S. Kosieracki, Benjamin Tarshish, Tarshish Cody, PLC, Minneapolis, Minnesota (for respondent Malaika Sanford, as parent and natural guardian of M.C., a minor)

Considered and decided by Bentley, Presiding Judge; Ede, Judge; and Beane, Judge.

NONPRECEDENTIAL OPINION

BENTLEY, Judge

In this insurance-coverage dispute, a policyholder seeks coverage for a dog-bite incident that the insurer denied as excluded under the policy. The district court agreed with the policyholder and granted summary judgment in her favor. On appeal, the insurance company maintains the district court erred because two exclusions to coverage apply: the "resident-relative" exclusion and the "history of biting" exclusion. We conclude that the policyholder was entitled to summary judgment on the "resident-relative" exclusion but not on the "history of biting" exclusion. We therefore affirm in part, reverse in part, and remand.

FACTS

The following facts derive from the record on summary judgment and are construed in the light most favorable to the party against whom summary judgment was granted—appellant Badger Mutual Insurance Company.[1]

In May 2024, eight-year-old M.C. was attacked and bitten by a dog belonging to his aunt, respondent Alexia Coleman. At the time, M.C. was at Alexia's house visiting his father, respondent Ramell Coleman, who lived with Alexia part-time.[2] The attack left M.C.

[1] Appellate courts must "view the evidence in the light most favorable to the party against whom summary judgment was granted to determine whether there are any genuine issues of material fact and whether the district court correctly applied the law." *Dukowitz v. Hannon Sec. Servs.*, 841 N.W.2d 147, 150 (Minn. 2014).

[2] Because two respondents share a surname, we will refer to each of the respondents by their first names.

with "bites to his arm, his stomach, and huge scratches to his upper torso." When 911 was called, both an ambulance and animal control responded. M.C. was transported to the hospital and received six stitches for his wounds.

As part of its response to the 911 call, an animal control officer completed a report about the incident. The officer described speaking with M.C., Ramell, and Alexia. The report notes that M.C. "said that the dog had previously bitten him and showed [the officer] an old scar on his leg stating that is where the dog had bitten him before." The officer took photos of the new injuries and the old scar and included them in the report. The officer also included a note that, a few hours after the incident, animal control received a call from M.C.'s mother, respondent Malaika Sanford, who said "that this dog is dangerous and [had] bitten her child before" and "she was told that the child was walking up the stairs with his father when the dog suddenly jumped on him, and attacked him for no reason at all."[3]

After the incident, Malaika on behalf of M.C. sued Alexia and Ramell under a strict-liability theory seeking damages for M.C.'s injuries. Alexia had a homeowner's insurance

[3] The record shows a dispute over whether a prior bite occurred. Contrary to Malaika and M.C.'s statements to animal control, Alexia testified in her deposition that it was a scratch not a bite, explaining, "I think [M.C.] took it as a bite but it wasn't a bite. It was literally a scratch. It was probably just a hard scratch." She described witnessing the entire incident while "standing . . . at the bathroom door" and that afterward she looked at the wound and "[t]here was a tad bit of blood, [they] wiped it off and he went on about his day." She elaborated that M.C. "had been bitten before by a different dog in their family but [her dog] had never bit [M.C.] before." Ramell also made statements that the dog had bitten M.C. around a month before, leaving a puncture mark on his right leg that did not require medical treatment. The district court determined that whether the dog previously bit M.C. is a disputed fact.

policy with Badger Mutual that included liability coverage. She tendered her defense to Badger Mutual and requested that it indemnify her for the claims asserted by Malaika.

Badger Mutual then commenced the underlying lawsuit seeking a declaratory judgment that it "ha[s] no obligation to provide coverage, indemnify, defend or otherwise protect the interests of [Alexia] for the claims made by Malaika." The complaint invoked two coverage exclusions in the policy—the "resident-relative" exclusion and the "history of biting" exclusion, each of which we explain in detail below.

The parties cross-moved for summary judgment. At a hearing on the motions, the parties agreed that, under the language of the policy, M.C. was not a "resident" of Alexia's household at the time of the incident.

The district court granted Malaika's motion and denied Badger Mutual's motion. It determined that neither the "resident-relative" exclusion nor the "history of biting" exclusion applied based on the plain language of the policy, regardless of whether M.C. was previously bitten. In light of that decision, the district court determined that there were no genuine issues of material fact and Malaika was entitled to judgment as a matter of law.

Badger Mutual appeals.

DECISION

In an appeal from a grant of summary judgment, appellate courts review the district court's decision de novo. *Bell v. St. Joseph Mut. Ins. Co.*, 990 N.W.2d 504, 507 (Minn. App. 2023), *rev. denied* (Aug. 8, 2023). In doing so, we "view the evidence in the light most favorable to the party against whom summary judgment was granted to determine whether there are any genuine issues of material fact and whether the district court correctly applied the law." *Dukowitz*, 841 N.W.2d at 150.

This case involves the interpretation of an insurance policy, which is a legal question we review de novo. *Auto-Owners Ins. Co. v. Todd*, 547 N.W.2d 696, 698 (Minn. 1996) ("The interpretation of an insurance policy, including the question of whether a legal duty to defend or indemnify arises, is one of law which this court reviews de novo."). Courts interpret insurance policies using the general principles of contract law. *Thommes v. Milwaukee Ins. Co.*, 641 N.W.2d 877, 879 (Minn. 2002). When interpreting insurance contracts, we "must ascertain and give effect to the intentions of the parties as reflected in the terms of the insuring contract." *Jenoff, Inc. v. N.H. Ins. Co.*, 558 N.W.2d 260, 262 (Minn. 1997). An insurance policy "must be construed as a whole, and unambiguous language must be given its plain and ordinary meaning." *Henning Nelson Constr. Co. v. Fireman's Fund Am. Life Ins. Co.*, 383 N.W.2d 645, 652 (Minn. 1986). Policy language is ambiguous if it is susceptible to two or more reasonable interpretations. *Medica, Inc. v. Atl. Mut. Ins. Co.*, 566 N.W.2d 74, 77 (Minn. 1997). Courts "resolve ambiguous terms against the insurer, and construe such terms in favor of providing coverage to the insured." *Eng'g & Constr. Innovations, Inc. v. L.H. Bolduc Co.*, 825 N.W.2d 695, 705 (Minn. 2013).

Policy exclusions "are as much a part of the contract as other parts thereof and must be given the same consideration in determining what is the coverage." *Lobeck v. State Farm Mut. Auto. Ins. Co.*, 582 N.W.2d 246, 249 (Minn. 1998) (quotation omitted). "While the insured bears the initial burden of demonstrating coverage, the insurer carries the burden of establishing the applicability of exclusions." *Travelers Indem. Co. v.*

Bloomington Steel & Supply Co., 718 N.W.2d 888, 894 (Minn. 2006). If applicable, such exclusions "are construed narrowly and strictly against the insurer." *Id.*

Badger Mutual argues that the district court erred in its interpretation of the coverage exclusions and that, because either or both of the exclusions apply, the district court's order should be reversed. In contrast, Malaika principally argues that the plain language of the exclusions establishes unambiguously that they do not apply. In the alternative, Malaika argues that, if an exclusion is ambiguous, that ambiguity should be resolved in favor of coverage or consistent with the reasonable expectations of the insured. We address each coverage exclusion in turn.

I

Badger Mutual first argues that it is not required to provide coverage or to indemnify Alexia because M.C. falls within what the parties refer to as the "resident-relative" exclusion. The applicable policy section states that personal-liability coverage "does not apply to . . . 'Bodily injury' to you or an 'insured' as defined under Definition 5.a or b." The corresponding definition of "insured" is:

> a. You and residents of your household who are:
> (1) Your relatives; or
> (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative[.]

Badger argues that the phrase, "residents of your household who are" modifies only subpart (1), so the phrase "other persons under the age of 21 and in . . . the care of a resident of your household who is your relative" includes nonresident minors in the care of resident relatives. Badger Mutual then asserts that, because M.C. is a "person[] under the age of 21" who is in “the care of” Ramell—“a resident of [Alexia’s] household who is [Alexia’s] relative”—M.C. is an insured under the policy and the personal-liability coverage does not apply to his injuries.

We disagree with Badger Mutual’s interpretation of the “insured” definition. Applying traditional rules of grammar, we understand the residency requirement to apply to both subparts (1) and (2) of the definition. That is, “You and residents of your household who are” modifies both “your relatives” and “other persons under the age of 21 and in your care or the care of a resident of your household who is your relative.” The colon after “who are” supports this construction because it separates the information before and after the colon and also “suggests some sort of relationship between them.” Bryan A. Garner, *The Redbook: A Manual on Legal Style* 19 (5th ed. 2023). Given the grammatical structure of the provision, it would be unnatural to read “and residents of your household who are” as applying only to subpart (1) and not subpart (2), which also follows the colon.

Badger Mutual points to the word “or” between subparts (1) and (2) as establishing that the definition creates two pathways to being an insured. We agree with that premise, but not the conclusion Badger Mutual reaches. The use of “or” creates two pathways: under the first, a resident, who is a relative, will be considered an insured; under the second, a resident, who is not a relative, is under 21 years old, and is in the care of the named insured or a resident relative, will be considered an insured. The “or” does not negate that the residency requirement applies in both contexts.

Badger Mutual also argues that the phrase, “other persons,” signals a deliberate shift between residents and nonresidents. While we acknowledge that “other persons” signals a differentiation between two groups, we are not convinced the natural interpretation is that the shift is between residents and nonresidents. Our interpretation also differentiates between two groups: relatives and nonrelatives. Given the common principles of grammar that support our interpretation, we are not convinced that Badger Mutual's reading of "other persons" is reasonable.

Next, Badger Mutual argues that our construction violates basic principles of contract interpretation because subpart (2) is rendered superfluous. *See Chergosky v. Crosstown Bell, Inc.*, 463 N.W.2d 522, 526 (Minn. 1990) ("Because of the presumption that the parties intended the language used to have effect, we will attempt to avoid an interpretation of the contract that would render a provision meaningless."). Badger Mutual explains that, "If all insureds must be residents, [subpart] (2) merely duplicates [subpart] (1) with an added age limitation." This is an inaccurate description of subpart (2). Under our interpretation, the two types of insured are: (1) residents of the named insured's household who are the named insured's relatives and (2) residents of the named insured's household who are "other persons under the age of 21" and in the care of the named insured or a resident relative. In other words, subpart (2) allows for persons under the age of 21 who are *not relatives* of the named insured to be covered as an "insured." Subpart (2) is not superfluous.

Badger Mutual further contends that *Reinsurance Association of Minnesota v. Hanks*, 539 N.W.2d 793 (Minn. 1995), controls here. In that case, the supreme court held that a similar policy exclusion limited the residency consideration to the named insured's relatives and separately excluded "any other person under the age of 21 in your care or in the care of your resident relatives." *Hanks*, 539 N.W.2d at 795-96 (emphasis omitted). But the grammatical structure of that policy provision is different from the provision at issue here. The language of the policy in *Hanks* was:

> 2. *Exclusions that Apply Only to Personal Liability*—This coverage does not apply to liability:
>
> a. for *bodily injury* to *you* and, if residents of *your* household, *your* relatives, and any other person under the age of 21 in *your* care or in the care of *your* resident relatives.

Id. at 795. The supreme court reasoned, "The third comma in the exclusion clearly separates the word 'relatives' from the words 'any other person under 21 . . . .' If persons under 21 in the care of the insured were required to be residents of the insured's household to be excluded, the comma would be unnecessary." *Id.* at 796. Because the grammatical structure in *Hanks* is meaningfully different from that of the structure of the policy language here, the supreme court's reasoning in that case is inapposite. Alexia's "resident-relative" exclusion has nothing equivalent to the "third comma" referenced in *Hanks*. *Id.*

In sum, under the plain language of the policy here, one must be a resident of the household to be an "insured." It is undisputed that M.C. was not a resident of Alexia's household. Therefore, he cannot qualify as an "insured" under the policy and the "resident-relative" exclusion does not apply. The district court did not err in granting summary judgment to Malaika on this issue.

II

Badger Mutual argues separately that it is not required to provide coverage to Alexia based on the policy's "history of biting" exclusion. That provision states: "This policy does not provide coverage for personal injury or other losses resulting from or arising out of an 'insured's' ownership or care, custody or control of any animal which has a 'history of biting.'" It then clarifies:

> "History of biting" means a bite:
> a. occurred on one or more occasions prior to the date of the loss for which coverage is sought; and
> b. required any type of professional medical treatment, *or was documented at any time* through the filing of an insurance claim or *through the public records* of local public safety, law enforcement, Department of Neighborhood Services, *Animal Control*, or other similar agency.

(Emphasis added.)

There is a genuine dispute of fact as to whether part (a) of the definition is satisfied—whether the dog bit M.C. on a prior occasion.[4] The district court granted summary judgment to respondents on the "history of biting" exclusion because it determined as a matter of law that part (b) was not satisfied. That is, even assuming a bite occurred prior to the date of loss, the district court determined that the alleged prior bite was not "documented at any time" in animal control's public records.[5]

The crux of the issue is whether, under part (b), the phrase "documented at any time" includes a documentation that was made contemporaneously with the claimed loss, as Badger Mutual argues, or whether the documentation must occur prior to the time of the

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[4] The district court acknowledged in its summary judgment order that "[t]he issue of whether the alleged prior bite occurred is a fact in dispute (scratch versus bite)."

[5] There is no dispute that M.C. did not receive "any type of professional medical treatment."

claimed loss, as Malaika argues and the district court determined. On this question, Badger Mutual has the better argument.

When the language of a policy is unambiguous, we begin by looking to the "plain and ordinary meaning" of the policy. *Henning Nelson*, 383 N.W.2d at 652. The policy language in part (a) provides that a bite falls within the "history of biting" exclusion only if it took place "*prior to* the date of the loss." (Emphasis added.) In contrast, part (b) does not require that the documentation occur prior to the date of loss. Instead, it requires that a prior bite "was documented *at any time*." (Emphasis added.) In effect, Malaika's proposed interpretation asks us to read the time-limiting language in part (a) into part (b), allowing only for the consideration of an incident that was documented at any time prior to the date of the loss. But "when a contractual provision is clear and unambiguous, courts should not rewrite, modify, or limit its effect by a strained construction." *Valspar Refinish, Inc. v. Gaylord's, Inc.*, 764 N.W.2d 359, 364-65 (Minn. 2009). Instead, we are required to interpret the policy in a manner that gives effect to all its provisions. *King's Cove Marina, LLC v. Lambert Com. Constr. LLC*, 958 N.W.2d 310, 316 (Minn. 2021). Here, that includes the language "at any time." And, in the context of interpreting a procedural rule employing the phrase "at any time," the supreme court recently emphasized that, "to include a time limit, [the court] would have to read words into the rule, which would render the 'at any time' language superfluous." *In re Welfare of Child of B.D.D.*, 25 N.W.3d 707, 712-13 (Minn. 2025). Here, Malaika's proposed interpretation would render the provision allowing a prior bite to be documented "at any time" superfluous.

Malaika and the district court rely heavily on the past tense language "was documented," asserting that it signifies a report that was made before the date of the claimed loss. But, as we have explained, all the language in the policy must be read in its context, giving effect to all its provisions. *King's Cove Marina*, 958 N.W.2d at 316. Part (a) includes the language "prior to the date of loss" to narrow the exclusion. If the intent of the parties was to impose that limitation on part (b), they would have done so. Instead, the policy allows for an incident that "was documented at any time." Moreover, the contract's use of the past tense in "was documented" makes sense because, by the time Badger Mutual is making a determination on a claim, it looks to whether a prior bite was documented. The phrase "at any time" still has meaning because Badger Mutual may consider a bite that was documented at any time, as opposed to a bite that was documented prior to the date of loss.

Malaika argues that we should depart from the plain language of the provision and interpret the "history of biting" definition in a manner that provides animal owners with notice that a subsequent bite will not be covered. In her view, if a prior bite is not documented before the date of the claimed loss, there is no such notice. We are not persuaded. Our objective when interpreting an insurance policy is to give effect to the intent of the parties, but we look for the intent as it is reflected in the terms of the policy. *Id*. When a provision is unambiguous, that means we defer to the plain and ordinary meaning of its language. *Id.* And here, as discussed, the plain reading of the policy's terms allows for documentation of prior bites "at any time." To be sure, courts should not "construe terms so strictly as to lead to a harsh and absurd result," *Eng'g & Constr. Innovations, Inc.*, 825 N.W.2d at 705 (quotation omitted), but we do not believe the results here would be absurd or so harsh that we should stray from our plain-language reading. Malaika's arguments do not persuade us otherwise.[6]

Malaika separately argues that this court should affirm the grant of summary judgment in her favor based on the reasonable-expectations doctrine. The reasonable-expectations doctrine stands for the general idea that "the objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy provisions would have negated those expectations." *Atwater Creamery Co. v. W. Nat'l Mut. Ins. Co.*, 366 N.W.2d 271, 277 (Minn. 1985) (quotation omitted). In *Atwater*, the supreme court refused to permit an insurer to enforce a definition in an insurance policy requiring "evidence of forcible entry," based on the conclusion that "no one purchasing something called burglary insurance would expect coverage to exclude skilled burglaries that leave no visible marks of forcible entry or exit." *Id.* at 274, 276. After *Atwater*, however, the supreme court has taken a cautious approach to the doctrine, applying it narrowly as a "tool for resolving ambiguity and for correcting extreme situations like that in *Atwater*." *Carlson v. Allstate Ins. Co.*, 749 N.W.2d 41, 49 (Minn. 2008). Here, there is no ambiguity that needs to be resolved and this is not the sort of "extreme situation[]" contemplated by *Carlson*. *Id.* We therefore decline to extend and apply the reasonable-expectations doctrine to these circumstances.

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[6] Malaika also argues that, if the language is ambiguous, caselaw directs that it should be construed in favor of coverage. Because we conclude that the language is unambiguous, we do not reach this argument.

In sum, because a prior bite triggering the “history of biting” exclusion could be documented at any time, including contemporaneously with the claimed loss, Malaika was not entitled to summary judgment on that issue.

We affirm the district court’s decision regarding the “resident-relative” exclusion but reverse the district court’s determination regarding the “history of biting” exception and remand for further proceedings not inconsistent with this opinion.

Affirmed in part, reversed in part, and remanded.