United States Court of Appeals
For the Eighth Circuit

No. 25-3154

Jamestown Villas Homeowners Association, a Minnesota non-profit corporation

Plaintiff - Appellant

v.

State Farm Fire and Casualty Company, an Illinois insurance company

Defendant - Appellee

Appeal from United States District Court
for the District of Minnesota

Submitted: May 14, 2026
Filed: September 4, 2026

Before L.R. SMITH, BENTON, and STRAS, Circuit Judges.

STRAS, Circuit Judge.

This insurance dispute has a simple answer. An appraisal panel awarded a homeowners' association $52,482.81 to repair roof damage. Under Minnesota law, the insurer does not have to pay a penny more, so we affirm the judgment.

I.

A hailstorm damaged the roofs of nine condominiums owned by Jamestown Villas Homeowners Association. The damage was mostly to the roof-valley metals, which are protective barriers installed where two sloped sections of a roof meet. Fixing them required replacing the surrounding shingles. Everyone agreed that Jamestown's insurer, State Farm Fire and Casualty Company, would pay for the repairs.

The sticking point was the availability of replacement materials of "like kind and quality." Without them, State Farm would need to "[r]epair, rebuild[,] or replace" all the shingles. Whether the shingles the parties selected were of "like kind and quality," in other words, would determine how much State Farm owed. How close was close enough?

Jamestown wanted an answer, so it invoked the policy provision allowing either side to "make [a] written demand for an appraisal." The parties put together a panel with three members: one chosen by each of them and a third, the umpire, who was jointly selected. Its job was to calculate the amount of loss and answer any "questions of law or fact[ ] [that] [we]re . . . mere incidents to a determination of the amount of loss or damage." *Quade v. Secura Ins.*, 814 N.W.2d 703, 707 (Minn. 2012) (citation omitted).

Determining the amount of loss required seeing the damage firsthand. When the panel members visited the site, they saw the shingles that the parties planned to use to repair the roof. Most were sitting in bundles waiting to be installed. A few, however, had been used to complete a partial repair, which allowed panel members to see whether they were of "like kind and quality" to the ones already up there. By a two-to-one decision, with Jamestown's appraiser wanting to award more, the panel settled on $52,482.81 as the "total replacement cost value" for the repair.

The parties had differing views about what it included. Further confusing the matter were the panel's answers to some "clarification" questions it had posed to itself. It answered "yes" to a question about whether the bundle of shingles had a "reasonabl[y] uniform appearance" to the ones already on the roof. But then it answered "no" to whether the "shingles used in the [partial] repair" did. These answers were confusing because all the replacement shingles were the same.

Unsure what to make of these responses, the district court[1] requested further clarification. In their answers, the panel members confirmed that all the replacement shingles were the same, whether they had been installed already or were sitting on the ground. Two went on to explain the seeming inconsistency of their earlier responses. The one picked by State Farm thought the replacement shingles on the roof looked different because of "[s]hading," "[f]ading," and variation in "[d]ye lots." The umpire thought it could have been a similar combination of factors: "difference[s] in granulation[,] dye lots[,] . . . . exposure to the sun[,] or different shadow lines."

The answers led the parties in opposite directions. For Jamestown, the fact that the shingles looked different on the roof meant they could not have been of "like kind and quality." State Farm thought the award was presumptively valid, clarifications or not, and that, if anything, the answers established that the parties had ordered the right replacement shingles. The district court sided with State Farm and confirmed the appraisal award at summary judgment.

II.

We review the grant of summary judgment de novo. *See Cincinnati Ins. Co. v. Rymer Cos.*, 170 F.4th 1159, 1162 (8th Cir. 2026). "It is proper when there is 'no genuine issue of material fact' and 'the evidence, viewed in a light most favorable

---

[1]The Honorable Donovan W. Frank, United States District Judge for the District of Minnesota.

to the nonmoving party, shows . . . the [party seeking it] is entitled to judgment as a matter of law.'" *Id.* (alterations in original) (citation omitted).

Minnesota law governs this diversity case. *See, e.g.*, *Ewald v. Wal-Mart Stores, Inc.*, 139 F.3d 619, 621 (8th Cir. 1998). Two principles are relevant here. First, appraisal awards must be given "every presumption of validity." *Mork v. Eureka-Sec. Fire & Marine Ins. Co.*, 42 N.W.2d 33, 38 (Minn. 1950). And second, consistent with the first principle, only ambiguous awards require resubmission to the panel for "clarif[ication]." Minn. Stat. § 572B.20(d)(3). We recognize that the Minnesota Supreme Court has never confronted a situation quite like this one, so our task "is to predict what it would do." *Ideus v. Teva Pharms. USA, Inc.*, 986 F.3d 1098, 1101 (8th Cir. 2021).

Some "appraisal awards are not as clear as they should be," but others, like this one, are. *Cincinnati Ins. Co.*, 170 F.4th at 1162. Consider what it reveals. In awarding $52,482.81 in "total replacement cost[s]," the panel decided against a full reroofing, which everyone agreed would cost $742,163.80. Neither the panel nor the district court needed to ask a single clarifying question to know the award *had* to be for just the replacement of the roof-valley metals and the surrounding shingles, regardless of what the individual panel members thought. *See id*. at 1164 ("Under Minnesota law, appraiser testimony plays a role in discovering wrongdoing, but not in 'explaining or altering the award.'" (quoting *Levine v. Lancashire Ins. Co.*, 68 N.W. 855, 858 (Minn. 1896))). In other words, the panel's "deci[sion] [on] the 'amount of [the] loss,'" *id.* at 1162 (quoting *Quade*, 814 N.W.2d at 706), *necessarily* settled whether the replacement shingles were close enough to be of "like kind and quality." Or else the panel would have awarded more.

Minnesota law and the insurance policy itself dictate what happens next. According to the policy, when the appraisal panel acts within the scope of its authority, any decision is "binding" on the parties. *See Johnson v. Cummiskey*, 765 N.W.2d 652, 656 (Minn. App. 2009) (explaining that Minnesota courts "will disturb" an insurance contract "only when the law requires"); *see also Anderson v.*

Twin City Rapid Transit Co., 84 N.W.2d 593, 601 (Minn. 1957) ("It is not ordinarily the function of this court to rewrite, modify, or set aside contract provisions fully considered and agreed upon between contracting parties."). And then, consistent with the presumption in "support of an award," *McQuaid Mkt. House Co. v. Home Ins. Co.*, 180 N.W. 97, 98 (Minn. 1920), we cannot review it for "adequacy or inadequacy of amount," *Sanitary Farm Dairies, Inc. v. Gammel*, 195 F.2d 106, 114 (8th Cir. 1952). Included among the nonreviewable factual questions are whether the shingles were a "reasonable color match," because it is a "mere incident[] to a determination of the amount of loss or damage." *Cedar Bluff Townhome Condo. Ass'n v. Am. Fam. Mut. Ins. Co.*, 857 N.W.2d 290, 291, 293 (citation omitted). Our role begins and ends there.[2]

III.

We accordingly affirm the judgment of the district court.

____

[2]In fact, this case should have been over at the start. In the absence of ambiguity, the district court never should have sent clarifying questions to the appraisers. *See Levine*, 68 N.W. at 858 (explaining that appraiser testimony cannot be used to change a clear award). The extra step ended up making no difference, however, because the court confirmed the award once it saw the answers.