



Jeffrey S. Tindal

Of Counsel

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PRACTICE AREAS

Insurance Coverage, Claim Advice, Coverage Analysis, Extracontractual Exposure Advice, Insurance Litigation, Special Investigations Assistance and Fraud Reporting, Legislative Monitoring and Regulatory Analysis, Defense Litigation, Commercial Litigation and Construction Litigation

OVERVIEW

Jeffrey Tindal is Of Counsel with Betts Patterson & Mines. Mr. Tindal focuses his practice primarily in the area of Insurance Coverage and related litigation with a special emphasis in first party property insurance issues. He represents insurers regarding first and third party claims, coverage disputes and extra-contractual litigation involving bad faith, IFCA and the CPA, additional insured issues, and duty to defend and indemnify issues. Mr. Tindal has also assisted insurance clients with the drafting of policy language and forms, proper claims handling procedures, and insurance fraud issues.

REPRESENTATIVE CASES

- Represented an insurer who was sued for breach of contract, bad faith and for CPA damages following denial of a water intrusion claim under a Difference in Conditions Dic policy. The insurer prevailed on a motion for summary judgment based on the application of an exclusion unique to Dic coverage barring perils insured against by other insurance. (*Siena del Lago Condo Association v. Mt. Hawley Insurance Company*) U.S.D.C Cause No. 12-00251-TSZ (W.D. Wash May 14, 2013). The Ninth Circuit subsequently affirmed the decision. No. 13-36005 (9th Cir. April 2016).
- Represented an insurer who was sued for breach of contract, bad faith, IFCA, and CPA damages following a fire at residence alleging he was owed additional money under his policy and that the insurer's delays caused him substantial financial harm. The insurer prevailed on a motion for judgment as a matter of law and subsequent motion for reconsideration following the late discovery of plaintiff's insurance fraud involving a forged lease. In a published decision, the Court of Appeals, Division 1, affirmed the trial court's decision on appeal. (*Johnson v. Mt. Vernon Fire Ins. Co.*) 176 Wn. App 1022, 316 P.3d 1054 (2013).
- Defended an insurance company in an insurance and extra-contractual matter. Plaintiffs sued for breach of contract bad faith, IFCA, and CPA damages following a fire at their apartment building alleging that the insurer had underpaid their claim and forced them to bring suit. The insurer prevailed at trial on all claims except a single technical violation of Washington's insurance regulations pertaining to an appraisal award that was not timely paid.

- Defended an insurance company in an insurance and extra-contractual matter. Plaintiffs sued for breach of contract, bad faith, and CPA damages following a one car accident alleging that the insurer's denial of coverage was wrongful. The insurer prevailed at summary judgment on all extra-contractual claims except one, which subsequently settled for a fraction of what plaintiffs were seeking
- Represented an insurance company in an insurance coverage matter. The insurer brought a declaratory judgment action to determine whether it owed a duty to defend or indemnify defendants for a lawsuit alleging bodily injuries sustained in an all-terrain vehicle accident on the defendants' property. The insurer prevailed on summary judgment based on the application of an automobile exclusion barring coverage for injuries arising out of the use of an automobile and the court's refusal to apply the efficient proximate cause rule. In an unpublished decision, the Court of Appeals, Division 2, upheld the trial court decision on appeal, 119 Wn.App. 1083 (2004).
- Represented a title insurer in an insurance coverage matter. Plaintiffs sued for breach of a title insurance policy alleging that the insurer failed to disclose prior deeds that transferred property "except" a portion previously deeded to the United States as a right of way for a canal. The insurer prevailed on summary judgment arguing that although there was a breach of the title insurance policy, the failure to disclose the deeds did not cause plaintiffs any damages because the term "except" meant "subject to," and the plaintiffs received exactly what they paid for when they bought the property. In an unpublished decision, the Court of Appeals, Division 3, upheld the trial court decision on appeal, (*Clark v. Chicago Title Ins. Co.*), 109 Wn. App. 1070 (2002).
- Defended an insurer who was sued by a third-party claimant in Montana for the alleged violation of certain claim handling regulations. The insurer prevailed on summary judgment after the court found that the insurer had acted reasonably as a matter of law and be causal of the lack of evidence supporting the claims. (*Green v. Berkley North Pacific*), Montana Eighth Judicial District Court Cause No. BDV-14-588.

EDUCATION

Seattle University, J.D. *cum laude*, 1999

Year End Achievement Scholar, 1999, 1998

Western Washington University, B.A. Political Science, 1993

Honor Roll, 1992, 1991

ADMISSIONS

Washington State Bar, 1999

United States District Court, Eastern and Western Districts of Washington

United States Court of Appeals for the Ninth Circuit

PROFESSIONAL RECOGNITION

Super Lawyers, "Super Lawyer" (2016-2017)

PROFESSIONAL & CIVIC AFFILIATIONS

Defense Research Institute

Member, Insurance Law Committee

King County Bar Association

Northwest Insurance Coverage Association

The Harmonie Group

Washington Defense Trial Lawyers Association

Washington State Bar Association

PUBLICATIONS & PRESENTATIONS

Presenter, *Bad Faith Claims in Washington and Oregon*, Client Seminar, (February 2015).

Presenter, *Construction Defect Disputes & Litigation: Using Coverage, Case Law and Indemnification to Shift Liability*, NBI, (December 2014).

Mr. Tindal has given presentations to his insurance clients on such topics as claim handling, bad faith and extra-contractual claims, and insurance fraud.