

IN THE IOWA DISTRICT COURT FOR SCOTT COUNTY

ERIC ROLOFF and ANALLELI
ROLOFF,

Plaintiffs,

v.

FARM BUREAU PROPERTY AND
CASUALTY COMPANY,

Defendant.

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Law No.CVCV302948

**JURY INSTRUCTIONS and
VERDICT FORM WITH
INTERROGATORIES**

MEMBERS OF THE JURY:

This case concerns the plaintiffs' property damage insurance claim for damage to their dwelling located at 17110 293rd Street in Long Grove, Iowa. The plaintiffs assert their dwelling sustained damage in a storm which occurred on April 4, 2023. They allege the storm caused wind and hail damage to their roof, siding, gutters, and other portions of their home. The plaintiffs claim the defendant breached their homeowner's insurance contract by failing to pay the full amount of the covered loss pursuant to the terms of the contract. They also claim Farm Bureau is required to replace the entire roof of their house to achieve a reasonably uniform appearance.

Farm Bureau acknowledges there was some damage to the plaintiffs' dwelling. However, the defendant disputes the extent of the loss and denies that it is required to replace the entire roof under the terms of the contract.

Please do not consider this summary as proof of any claim. Decide the facts from the evidence and apply the law which I will now give you.

INSTRUCTION NO. 1

My duty is to tell you what the law is. Your duty is to accept and apply this law.

You must consider all of the instructions together because no one instruction includes all of the applicable law.

The order in which I give these instructions is not important.

Your duty is to decide all fact questions.

As you consider the evidence, do not be influenced by any personal sympathy, bias, prejudices or emotions. Because you are making very important decisions in this case, you are to evaluate the evidence carefully and avoid decisions based on generalizations, gut feelings, prejudices, sympathies, stereotypes, or biases. The law demands that you return a just verdict, based solely on the evidence, your reason and common sense, and these instructions. As jurors, your sole duty is to find the truth and do justice.

INSTRUCTION NO. 2

Whenever a party must prove something they must do so by the preponderance of the evidence.

Preponderance of the evidence is evidence that is more convincing than opposing evidence. Preponderance of the evidence does not depend upon the number of witnesses testifying on one side or the other.

INSTRUCTION NO. 3

You shall base your verdict only upon the evidence and these instructions.

Evidence is:

1. Testimony in person or by deposition.
2. Exhibits received by the court.
3. Stipulations which are agreements between the attorneys.
4. Any other matter admitted.

Evidence may be direct or circumstantial. The weight to be given any evidence is for you to decide.

Sometimes, during a trial, references are made to pre-trial statements and reports, witnesses' depositions, or other miscellaneous items. Only those things formally offered and received by the court are available to you during your deliberations. Documents or items read from or referred to which were not offered and received into evidence, are not available to you.

The following are not evidence:

1. Statements, arguments, questions and comments by the lawyers.
2. Objections and rulings on objections.
3. Any testimony I told you to disregard.
4. Anything you saw or heard about this case outside the courtroom.

INSTRUCTION NO. 4

During this trial, you have heard the word "interrogatory." An interrogatory is a written question asked by one party of another, who must answer it under oath in writing. Consider interrogatories and the answers to them as if the questions had been asked and answered here in court.

INSTRUCTION NO. 5

You will decide the facts from the evidence. Consider the evidence using your observations, common sense and experience. You must try to reconcile any conflicts in the evidence; but, if you cannot, you will accept the evidence you find more believable.

In determining the facts, you may have to decide what testimony you believe. You may believe all, part or none of any witnesses' testimony.

There are many factors which you may consider in deciding what testimony to believe, for example:

1. Whether the testimony is reasonable and consistent with other evidence you believe;
2. The witnesses' appearance, conduct, age, intelligence, memory and knowledge of the facts; and,
3. The witnesses' interest in the trial, their motive, candor, bias and prejudice.

INSTRUCTION NO. 6

You have heard testimony from persons described as experts. Persons who have become experts in a field because of their education and experience may give their opinion on matters in that field and the reasons for their opinion.

Consider expert testimony just like any other testimony. You may accept it or reject it. You may give it as much weight as you think it deserves, considering the witness's education and experience, the reasons given for the opinion, and all the other evidence in the case.

Certain expert witnesses were asked to assume certain facts were true and to give an opinion based on that assumption. This is called a hypothetical question. If any fact assumed in the question has not been proven by the evidence, you should decide if that omission affects the value of the opinion.

INSTRUCTION NO. 7

You have heard evidence claiming Brent Johnson made statements before this trial while under oath which were inconsistent with what the witness said in this trial.

If you find these statements were made and were inconsistent, then you may consider them as part of the evidence, just as if they had been made at this trial.

You may also use these statements to help you decide if you believe Brent Johnson. You may disregard all or any part of the testimony if you find the statements were made and were inconsistent with the witnesses' testimony given at trial, but you are not required to do so.

Do not disregard the trial testimony if other evidence you believe supports it, or if you believe it for any other reasons.

INSTRUCTION NO. 8

The fact that Farm Bureau Property and Casualty Company is an insurance company should not affect your decision. All persons are equal before the law, and businesses, whether large or small, are entitled to the same fair and conscientious consideration by you as a person.

INSTRUCTION NO. 9

For the plaintiffs to recover on their breach of contract claim, the plaintiffs must prove all of the following propositions:

1. The plaintiffs were insured by the defendant for loss due to storm damage on the date of loss.
2. The plaintiffs had paid the premiums which were due on this policy at the time of loss.
3. The plaintiffs suffered a loss caused by wind and/or hail which was covered by the insurance policy with the defendant.
4. The plaintiffs gave the defendant notice of the loss as required by the policy.
5. Either:
 - a. The plaintiffs suffered a loss beyond that which Farm Bureau paid;
and/or
 - b. Under the circumstances of this case, the replacement of the entire roof and/or the siding of the plaintiffs' dwelling is necessary to provide a reasonably uniform appearance.
6. The amount of damage not paid by Farm Bureau.

If the plaintiffs have failed to prove any of these propositions, they are not entitled to damages for breach of contract. If the plaintiffs have proved all of these propositions, the plaintiffs are entitled to damages for breach of contract in some amount.

INSTRUCTION NO. 10

In determining the terms of the contract you may consider the following:

1. The intent of the parties along with a reasonable application of the surrounding circumstances.
2. The intent expressed in the language used prevails over any secret intention of either party.
3. The intent may be shown by the practical construction of a contract by the parties and by the surrounding circumstances.
4. You must attempt to give meaning to all language of a contract. Because an agreement is to be interpreted as a whole, assume that all of the language is necessary. An interpretation which gives a reasonable, effective meaning to all terms is preferred to an interpretation which leaves a part of the contract unreasonable or meaningless.
5. The meaning of a contract is the interpretation a reasonable person would give it if they were acquainted with the circumstances both before and at the time the contract was made.
6. Ambiguous language in a written contract is interpreted against the party who selected it.
7. Where general and specific terms in the contract refer to the same subject, the specific terms control.

INSTRUCTION NO. 11

A breach of the contract occurs when a party fails to perform a term of the contract.

INSTRUCTION NO. 12

The plaintiffs assert Iowa's line-of-sight rule applies under the facts of this case.

When a loss requires replacement of items and the replaced items do not match in quality, color, or size, the defendant shall replace as much of the item as is reasonably necessary to result in a reasonably uniform appearance within the same line of sight.

INSTRUCTION NO. 13

The measure of damages for breach of contract is an amount that would place the plaintiffs in as good a position as they would have enjoyed if the contract had been performed.

The damages you award for breach of contract must be foreseeable or have been reasonably foreseen at the time the parties entered into the contract.

In your consideration of the damages, you may consider the following:

- The value of direct physical loss caused by the hail and/or wind during the April 4, 2023, storm to the dwelling; and
- Whether said value is higher than the amount Farm Bureau has already paid for direct physical loss caused by hail and/or wind during the April 4, 2023, storm to the dwelling.

INSTRUCTION NO. 14

In arriving at an item of damage, you cannot arrive at a figure by taking down the estimate of each juror as to an item of damage, and agreeing in advance that the average of those estimates shall be your item of damage.

INSTRUCTION NO. 15

Exhibits have been received in evidence and may be used by you during your deliberations for reference. You are not to tamper with, alter or destroy any exhibits, and you will return them to the court attendant after your deliberations are concluded by leaving them in the jury room.

INSTRUCTION NO. 16

Upon retiring, you shall select a foreperson. It will be their duty to see discussion is carried on in an orderly fashion, the issues are fully and freely discussed, and each juror is given an opportunity to express his or her views.

Your attitude at the beginning of your deliberations is important. It is not a good idea for you to take a position before thoroughly discussing the case with the other jurors. If you do this, individual pride may become involved and you may later hesitate to change an announced position even if shown it may be incorrect. Remember, you are not partisans or advocates, but are judges – judges of the facts. Your sole interest is to find the truth.

INSTRUCTION NO. 17

Occasionally, after a jury retires to the jury room, the members have questions. I have prepared the instructions after carefully considering this case with the parties and lawyers. I have tried to use language which is generally understandable. Usually questions about instructions can be answered by carefully re-reading them. If, however, any of you feel it necessary to ask a question, you must do so in writing and deliver the question to the court attendant. I cannot communicate with you without first discussing your question and the potential answer with the parties and lawyers. This process naturally takes time and deliberation before I can reply.

If there is a question submitted, the foreperson shall read my response to the jury. Keep any written question and my response and return it to the Court with the verdict.

The court attendant who has been working with me on this case is in the same position as I am. Please do not put her on the spot by asking her any questions. You should direct any questions to the Court and not to the court attendant.

INSTRUCTION NO. 18

During your deliberations, you must not communicate with or provide any information to anyone by any means about this case. You may not use any electronic device or media, such as a telephone, cell phone, smart phone, or computer, to communicate with anyone about this case during your deliberations. You must not blog nor post any information to a website such as Facebook during your deliberations or any break therein until the court accepts your verdict.

In addition, you must not use any electronic means to investigate this case because it is important that you decide this case based solely on the evidence presented in this courtroom. Information on the internet or available through social media may be wrong, incomplete, or inaccurate. You are only permitted to discuss the case with your fellow jurors during deliberations because they have seen and heard the same evidence you have. In our judicial system, it is important that you are not influenced by anything or anyone outside of this courtroom. Otherwise, your decision may be based on information known only by you and not your fellow jurors or the parties in this case. This would unfairly and adversely impact the judicial process.

INSTRUCTION NO. 19

During the trial, you have been allowed to take notes. You may take these with you to the jury room to use in your deliberations. Remember, these are notes and not evidence. Generally, they reflect the recollection or impressions of the evidence as viewed by the person taking them, and may be inaccurate or incomplete. Upon reaching a verdict, leave the notes in the jury room, and they will be destroyed.

INSTRUCTION NO. 20

I am giving you one verdict form with questions to answer. During the first six hours of deliberations, excluding meals and recesses outside your jury room, your decision must be unanimous. If you all agree, the verdict form must be signed by your foreperson.

After deliberating for six hours from 1:53 o'clock p.m., excluding meals or recesses outside your jury room, then it is necessary that only seven of you agree upon the answers to the questions. In that case, the verdict form must be signed by all seven jurors who agree.

When you have agreed upon the verdict form and appropriately signed it, tell the court attendant.

Dated this 8th day of August, 2025.

A handwritten signature in blue ink, appearing to read "Mark R. Lawson", written over a horizontal line.

Mark R. Lawson, District Court Judge
Seventh Judicial District of Iowa.

① Are ~~the~~ the Plaintiffs still
under Farmers Bureau
~~or~~ did their coverage
or end?

↓ if it has
ended, what
date?

② What is the context
of H1 106-107 of ISO?
↑ Evidence?

① Can we see any literature
on The Iowa Line of Sight
Rule?

Or any information?
Or where is it in our
books?

INSTRUCTION NO. 22

The jury has asked the following question: "Can we see any literature on the Iowa line-of-sight rule? Or any information? Or where it is in our books?"

ANSWER: The information concerning the line-of-sight rule is contained in Instruction No. 12. No other information is available to you.

INSTRUCTION NO. 21

The jurors have asked the following two questions:

Question 1. Are the plaintiffs still under Farm Bureau or did their coverage end?

If it has ended, what date?

ANSWER: The only relevant date is the date of loss. The other requested information is not available to you.

Question 2: What is the context of (Exhibit) H1 – 106-107 of 1SO.

ANSWER: These two photographs were inadvertently included and are not photos of the dwelling in question.