It's a Twister!

The Appraisal Process and the Insurer's Dilemma

By John C. Trimble and Meghan Ruesch

Counsel advising insurance companies can help them avoid some of the most common and recurrent problems and issues that arise in the appraisal process by providing practical and common-sense guidance to insurance companies handling appraisal demands.

It is a universally known fact that as lawyers, movies are forever ruined for us. We can no longer sit and watch with disinterest as the story unfolds on the silver screen without, at least once, the thought crossing our mind: "What are the legal ramifications of this?" This reaction cannot be helped. It has been ingrained in us through years of legal education and experience.

Take for example the beloved classic film, *The Wizard of Oz*. We can all picture the opening scene now, seeing the tornado tear across the Kansas plain, the wind blowing tree limbs and all nature of debris at Auntie Em's and Uncle Henry's farmhouse, tearing away fencing and siding and shingles, before finally carrying the farmhouse and Dorothy away to Oz. As we sit and watch all of this unfold in warm, sepia tones, we cannot help but wonder: How would Auntie Em's and Uncle Henry's homeowner's insurance respond? We imagine that their farmhouse was probably old and in disrepair. Would they demand that the insurance company undertake a full restoration of the damage from the storm? Probably. Would their insurance carrier disagree? Possibly. We can imagine the scenario unfolding, as it so very often does, that in the course of this disagreement over which repairs are or are not covered under their homeowner's policy, that inevitably Auntie Em and Uncle Henry will demand an appraisal. And, eventually, there will be confusion over the appraisal procedure. That is when we, the lawyers, become involved.

The appraisal procedure, and its inclusion in first-party property policies, has existed even longer than *The Wizard of Oz*, and yet it is a procedure that remains to this day one of the most undeveloped and uncertain. Because of this, the appraisal procedure is one of the most misunderstood and underutilized tools at an insurance company's disposal. Generally speaking, it is insureds who usually make the demand for appraisal in the first place. But should insurers demand appraisal more often? Perhaps they should.

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There are a litany of questions and issues that arise during the appraisal process, and below we will highlight what we have found to be the more pervasive and confusing aspects of appraisal, namely: (1) figuring out when a claim is subject to appraisal, or whether what is involved is a coverage dispute that cannot be appraised; (2) determining what constitutes a "competent and disinterested" appraiser; and (3) avoiding an unexpected appraisal award that is reduced to judgment without notice to the insurer. While these are recurring issues that insurers and their attorneys face, there are measures that counsel can advise insurers to take, and they should, to avoid the associated perils so that the appraisal process can serve its intended purpose as a neutral and less adversarial procedure for settling disagreements between insurers and their customers.

What the Appraisal Provision Says

As every good insurance practitioner should instinctively do, we start by looking to the policy language. Often when an insurer is faced with an appraisal problem, it is because the company has gotten caught up in certain assumptions about the appraisal procedure that the contract language may not support. Although appraisal provisions vary slightly in their precise language, standard appraisal language, as appears in the ISO HO3 form, provides as follows:

> If you and we fail to agree on the *amount of loss*, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
>
> Each party will:
>
> 1. Pay its own appraiser; and
> 2. Bear the other expenses of the appraisal and umpire equally.

(italics added).

Despite the general uniformity of the appraisal language across the board, it comes as no surprise that the interpretation and application of appraisal provisions vary vastly across jurisdictions. It is therefore imperative from the outset, before an insurer makes any determination whether to agree to a demand for appraisal, that it understand what the law of the applicable jurisdiction is, and how the courts have interpreted the role and duties of the appraisers.

The "Amount of Loss": Value vs. Causation or Coverage

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss…. The appraisers will separately set the amount of loss.

The phrase "amount of loss" appears in the appraisal provision no less than four times, which would indicate its importance, and yet nowhere in the policy is the term "amount of loss" defined. Webster's dictionary defines the term "amount" as having two possible meanings: (1) a quantity of something; and (2) a quantity of money. *Merriam-Webster.com* (2015), http://www.merriam-webster.com/dictionary/amount (last visited Aug. 18, 2016). The effect of this

dual meaning has caused significant confusion and discord among courts because it raises the question of whether the appraisers are tasked purely with assessing the monetary value of the existing damage, or whether they are also tasked with determining the scope and the cause of the damage as well. As such, the appraisers' role in assessing the "amount of loss" has been and continues to be frequently misunderstood and heavily litigated.

The courts have split in interpreting what the term "amount of loss" means. This split stems from the notion that the question of "scope" and "causation" toe the line of a coverage question, an issue that most all courts agree is an issue of law within the province of the courts. Understanding this dichotomy, and understanding the laws of the jurisdiction in which an insurer assesses a loss, will help guide the company in deciding whether to participate in appraisal.

Appraisal for Value Only

A number of courts hold that issues of causation and coverage are, if not the same, then so comingled that they cannot be determined by an appraiser, but instead should be left solely to the courts. For instance, in *Rogers v. State Farm Fire and Cas. Co.,* 984 So. 2d 382 (Ala. 2007), the Supreme Court of Alabama relied on the decisions of numerous states, including Texas, Mississippi, California, Maine, Oregon, and Michigan, to hold that the appraisers' sole power is limited "to the function of determining the money value of property damage." *Rogers,* 984 So. 2d at 389 (quoting *Munn v. National Fire Ins. Co. of Hartford,* 115 So.2d 54 (Miss. 1959)). The court reasoned that the appraisers' role should be so limited because "appraisers are not vested with the authority to decide questions of coverage and liability," which "should be decided only by the courts." This logic, the court reasoned, is consistent with the principal that "the court must enforce the insurance policy as written…." *Rogers,* 984 So. 2d at 392 (quoting *Safeway Ins. Co. of Ala. v. Herrera*, 912 So. 2d 1140, 1143 (Ala. 2005)).

Similarly, in *American Family Mut. Ins. Co. v. Dixon,* 450 S.W.3d 831 (Mo. Ct. App. 2014), the Missouri Court of Appeals reasoned that the appraisers could not make determinations of causation because assessing causation is necessarily a determination of the existence of a "covered loss." *Id*. at 835. A disagreement over the existence of a "covered loss" is a coverage dispute and thus a legal issue. The court reasoned that questions of causation would be improper for appraisal because "the appraisal provision is being used as a means of arbitration to resolve issues of coverage, which is prohibited under [Mo. Rev. Stat.] Section 435.350." *Id*. at 836

Under this rationale, the effect is this: even if there is no disagreement between an insured and its insurer that certain damage to the property is not covered under the policy, if there is a dispute about the extent to which the policy would cover other damage, the parties would likely have to seek court intervention for such a determination. While this seems the most inevitable outcome, it also undermines the purpose of appraisal, to resolve disputes neutrally and without court intervention.

From a practical standpoint, in these states particularly, insurers will be less inclined to invoke or accept the appraisal process, because, with such a narrow scope of appraiser function, it is more probable that the matter will go to court.

Appraisal of Both Value and Causation/Coverage

In contrast, other courts hold that causation and coverage are completely distinguishable, and thus appraisers should assess both the cause of the damage, as well as the value. In *Quade v. Secura Ins.,* 814 N.W.2d 703 (Minn. 2012), the Minnesota Supreme Court highlighted this rationale. There, the court held that "an appraiser's assessment of the 'amount of loss' necessarily includes a determination of the cause of the loss, and the amount it would cost to repair that loss." *Id.* at 706. In coming to this conclusion, the court noted that in the insurance context, a "loss" is defined as "the amount of financial detriment caused by… an insured property's damage, *for which the insurer becomes liable*." As the term "loss," according to the court, already implicates the existence of coverage under the policy, the function of the appraiser is not only to quantify that covered loss, but also to "allocate damages between covered and excluded perils." *Id*. at 707.

Other courts have adopted the dual role of the appraisers discussed in the *Quade* decision. The Court of Appeals of Iowa specifically adopted the *Quade* rationale in *North Glenn Homeowners Assoc. v. State Farm Fire & Cas. Co.,* 854 N.W.2d 67 (Iowa Ct. App. 2014). There, the court, addressing appraisal for hail damage to the insured's roof, held that appraisers "must consider what damage was caused by hail, and what was not, or damage with which they are unconcerned, such as normal wear and tear." *Id*. at 71. The court reasoned that limiting the role of appraisers "would improperly limit the appraisal process to situations where the parties agree on all matters except the final dollar figure." *Id*. *See also, CIGNA Ins. Co. v. Didimoi Property Holdings, N.V.,* 110 F. Supp. 2d 259 (D. Del. 2000); *State Farm Lloyds v. Johnson,* 290 S.W.3d 886 (Tex. 2009).

Similarly, in *Philadelphia Indem. Ins. Co. v. W.E. Pebble Point,* 44 F.Supp.3d 813 (S.D. Ind. 2014), the federal district court concluded that the appraisers must evaluate the cause of damage in assessing the "amount of loss," finding that "it would be extraordinarily difficult, if not impossible, for an appraiser to determine the amount of storm damage without addressing the demarcation between 'storm damage' and 'non-storm damage.'" *Id*. at 818. The court there assessed the issue practically, noting that to hold otherwise would never be "in order unless there is only one conceivable cause of damage." *Id*.

In states that recognize the dual meaning of "amount of loss," it logically follows that appraisers have broader discretion in assessing the scope and value of the alleged damage. This principle was succinctly noted by one Florida court in *Cincinnati Ins. Co. v. Cannon Ranch Partners, Inc.,* stating as follows:

> [I]n evaluating the amount of loss, the appraiser is necessarily tasked with determining both the *extent* of covered damage and the *amount* to be paid for repairs.… Ipso facto, the scope of damage to a property would necessarily dictate the amount and type of repairs needed to return the property to its original state, and an estimate on the value to be paid for those repairs would depend on the repair methods to be utilized. The method of repair required to

return the covered property to its original state is thus an integral part of the appraisal, separate and apart from any *coverage* question.

Cincinnati Ins., 162 So. 3d 140, 143 (Fla. Dist. Ct. App. 2014) (emphasis in original).

Cautionary Notes and Practice Tips

If the appraisal process was not already confusing enough, this dichotomous split in authority has not made it easier. In assessing any appraisal demand, it is imperative that an insurance company know and understand the role of the appraiser in the particular jurisdiction where a claim is made. To this end, insurers should obtain the advice of counsel, either in-house or otherwise, before proceeding with the appraisal process, particularly when there is *any* disagreement over the causes of loss or any proposed denial of a loss that is not covered by the policy. The insurance company *must* exercise close oversight of the appraisal process. This means that the insurer must explicitly notify the insured of its concerns and positions with respect to scope of loss, causation, and non-covered elements of the claim. The appraisers and the umpire must be notified and instructed on how to conduct the appraisal. If the insurer cannot reach a clear written agreement with the insured on the process parameters, then the insurer should file a declaratory judgment action to seek clarity through a court order.

Most importantly, though, insurers must acknowledge that "coverage" questions and "causation" questions are entwined, as evidenced by the case law discussed above. What an insurer *cannot* do is refuse an appraisal demand and close its file based on a denial of "coverage." This is because if the insurer states that there is no "coverage," and refuses to participate in an appraisal, the insured will proceed with the appraisal anyway. Often the insured will unilaterally go to court, have an umpire appointed without sending notice to the insurer, and proceed with appraisal—without the insurer. This form of "unilateral" appraisal is likely to result in a friendly umpire who then conspires with the insured's appraiser to reach a large appraisal award. The first time that the insurer learns of the award is when it is reduced to a judgment and proceedings to collect the judgment have been instituted against the insurer. (More on this later in the article.)

If an insurer truly believes that there is no coverage for a claim, then the insurer must take a proactive approach to an appraisal demand by (1) going through appraisal under an objection based on coverage, and (2) giving strong consideration to urgently filing a declaratory judgment action.

Finding a "Competent and Impartial" Appraiser

In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other.

If either party is dissatisfied with an appraisal award, they may ask a court to set it aside. One challenge often raised to an appraisal award is to the competency and impartiality of the other's appraiser. Generally speaking, the issue of competence is rarely raised because competency can be judged objectively based on the experience that the appraiser has handling property loss claims. The issue of impartiality, however, has been the subject of more judicial attention. There is no established standard by which to judge the impartiality of an appraiser, and the courts will generally assess potential bias on a case-by-case basis.

In general, courts have indicated that to be disqualified as biased or prejudiced, an appraiser's interest "must be direct, definite and capable of demonstration…." *See, e.g., Giddens v. Bd. of Ed. of City of Chicago,* 75 N.E.2d 286, 291 (Ill. 1947). Frequently, paying appraisers via contingency fees will raise impartiality challenges. Some courts deny that employing an appraiser on a contingency fee basis should disqualify the appraiser. In *Rios v. Tri-State Ins. Co.,* 714 So. 2d 547 (Fla. Dist. Ct. App. 1998), the Florida appellate court reasoned that because the insurance policy required that each party pay its own appraiser, and did not limit the type of compensation that could be paid, then contingency fees were not improper. Similarly, in *Hozlock v. Donegal Mut. Ins. Co.,* 745 A.2d 1261 (Pa. Super. Ct. 2000), the Pennsylvania appellate court determined that as a matter of practicality, because appraisers will inevitably have some bias toward the party appointing them, the receipt of a contingency fee would not necessarily render the appraiser more biased than if he or she were paid on a flat fee basis.

In contrast, the Supreme Court of Iowa has ruled that a contingency fee arrangement renders an appraiser *per se* unfit because the method of payment necessarily gives the appraiser an interest in assessing a higher appraisal award. *Central Life Ins. Co. v. Aetna Cas. & Sur. Co.,* 466 N.W.2d 257 (Iowa 1991). Similarly, in *Shree Hari Hotels, LLC, v. Society Ins. Co.,* No. 1:11-CV-01324-JMS, 2013 WL 4777212 (S.D. Ind. Sept. 5, 2013), the court set aside an appraisal award in a case in which the insured's appraiser received a contingency fee, reasoning that the appraiser's financial interest in the award resulted in his assessing a higher appraisal award than was reasonable.

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Notwithstanding, even if an appraiser's receipt of a contingency fee is seen as possibly biasing the appraiser, that alone will not always undermine the final appraisal award. In *Aetna Cas. & Sur. Co., v. Grabbert,* 590 A.2d 88 (R.I. 1991), the Rhode Island Supreme Court found that the existence of a contingency fee constituted a "financial interest" in the appraisal award, but still upheld the appraisal award. The court found that despite the appraiser's financial interest, there was no evidence demonstrating "the required causal nexus between the party-appointed arbitrator's improper conduct and the award that was ultimately decided upon." *Id.* at 92.

Another consideration related to partiality to take into account is an appraiser's relationship with the party appointing him or her. In some instances, a prior relationship is not problematic. In *Franco v. Slavonic Mut. Fire Ins. Ass'n.,* 154 S.W.3d 777 (Tex. App.

2004), the insured challenged an appraisal award on the ground that it was obtained by fraud because the insurer-appointed appraiser had also been hired by the insurer to inspect the same premises in connection with a previous claim. The insured argued that the appraiser "had a predetermined opinion as to what the scope of his appraisal would be…." *Id*. at 786. The court rejected this argument, noting that the record did not present any other evidence beyond the prior relationship between the appraiser and the premises, which was insufficient as evidence of any bias.

On the other hand, in *Hill v. Star Ins. Co. of America,* 157 S.E. 599 (N.C. 1931), the court raised doubts related to whether an appraiser chosen by the insurer should be disqualified because the appraiser testified that he had worked for and on behalf of insurance companies for over six years. The court determined that the appraiser's history of working for the insurance companies for such a significant number of years did not *per se* render the appraiser biased, but that such evidence should be presented to the jury as a factor that was relevant to his qualifications and partiality in the outcome.

Likewise, in *Coon v. National Fire Ins. Co.,* 126 Misc. 75 (N.Y. Sup. Ct. Jefferson Ctny.1925), a New York trial court set aside an appraisal award because the insurance company's appraiser disclosed that he had acted as an appraiser for and on behalf of insurance companies on over 750 matters over a 10-year period. The evidence of the appraiser's historic association with the insurers, according to the court, demonstrated that "he rendered satisfactory returns for his compensation. Otherwise he would not have been continuously designated by insurers." *Id*. at 78.

Cautionary Notes and Practice Tips

It goes without saying that any appraiser chosen by either side will have some bias toward the party appointing that appraiser, and unfortunately, particularly in smaller communities, companies will tend to hire the same appraisers on a regular basis. To avoid the perception of partiality, insurers should avoid, as best as possible, retaining the same appraisers time after time. Paying appraisers a flat fee is obviously preferable to a contingency fee arrangement (although experience indicates that insurers typically pay flat fees, whereas insureds are more likely to pursue contingency fee arrangements).

The competency and the impartiality of an appraiser are issues that are best raised at the outset of the process. One might argue that the issues could be waived if either party proceeds with the process while knowing that grounds may exist to disqualify an appraiser. If a party adamantly refuses to remove an appraiser after a disqualification objection has been made, then once again, the insurer must proceed with appraisal while reserving an objection, or seek urgent court intervention.

If an insurer is confronted with a surprise appraisal award that has been obtained through the unilateral process described in the previous section, the impartiality of the insured's appraiser or the umpire may be the first and best avenue to convince a court to set aside an award.

Taking the Appraisal to Court—Insurer Passivity and the Problem of Default Judgments

The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located.

Insurers are frequently caught off guard by the entry of a default judgment on an appraisal award that a company never even realized was taken to court in the first instance. We see this occurring consistently. In one typical scenario, the insured and the insurer have appointed appraisers, but the appraisers have not agreed on an umpire within 15 days. The insured gets an attorney and goes to court and gets an umpire appointed without notice to the insurer. The insured's appraiser and umpire then quickly agree on an appraisal award, and the insurer learns about it after judgment has been entered. Even more often, the insurer will refuse the insured's appraisal demand because of a denial of causation or coverage. The insured will then immediately go to court without notice to the insurer and will get a friendly umpire and an even friendlier (and generous) appraisal award.

You may be asking, "How could this happen, and how could the award be upheld?" The short answer is—the policy and case law allow it. (The longer answer resides in the hesitancy of insurers to seek the advice of counsel and the inadequacy of training on this issue in property claims offices.)

The appraisal provision specifies that either "you or we" may seek court intervention to appoint an umpire, in any court of the appropriate state, but the policy contains absolutely no provision requiring that the other party be notified if and when the first party goes to court. The courts have acknowledged that this problem exists, but because the unambiguous language of the policy does not require notice, the courts can offer no relief. *See, e.g., Cady Land Co. v. Philadelphia Fire & Marine Ins. Co.,* 218 N.W. 814 (Wis. 1928) ("This provision does not by its language require that prior notice shall be given of the intention by either party to apply for the appointment of an umpire…. The insurance companies here must stand or fall upon the one appointment made by a circuit judge… for no other or subsequent appointment was made on their application."); *Agricultural Ins. Co. v. Holter,* 299 S.W.2d 15 (Tenn. 1957) ("[I]t seems apparent that it was not necessary for this request to be made of the Judge in the form of a motion, nor that it be made in open Court, for under this language the request could have been made and acted upon by a Judge of a Court of record while he was on vacation and while Court was not in session."); *Caledonian Ins. Co. v. Sup. Ct. In & for Almada Cty.,* 295 P.2d 49 (Cal. Dist. Ct. App. 1956) ("This construction would result in the conclusion that both parties could simultaneously each procure the designation of an umpire, without notice to the other…."); *Atlas Const. Co., Inc. v. Indiana Ins. Co., Inc.,* 309 N.E.2d 810 (Ind. Ct. App. 1974) (holding failure to notify insurer's appraiser of meeting between umpire and insured's appraiser to finalize and sign appraisal award was not grounds to set aside appraisal award).

Because the application to appoint an umpire is not, by its nature, an action on the contract or other formal court proceeding, traditional, constitutional rules of notice do not apply. Even if one were to argue that notice is constitutionally mandated, under the specific language in the standard form, the parties have contracted the notice requirement away. While duties of good faith and fair dealing limit

an insurer from unilaterally obtaining a judgment against its insured on appraisal, insureds are not so constricted. Thus, the insurer's hands may be bound if a default judgment on an appraisal award is entered against it, and the costs can be significant.

Cautionary Notes and Practice Tips

There is an army of public adjusters and attorneys who have grown wise to the fact that insurance companies do not proactively demand and follow through on appraisal. Knowing that they can obtain a judgment on behalf of an insured based on a unilateral appraisal, they will continue to pursue default judgments for appraisal awards, and they can do so legally.

So how can insurers avoid this situation? The initial answer seems obvious: change the policy language to require notice of court intervention on an appraisal. Include language requiring that if either party seeks court intervention, the other party will have an opportunity to be heard on the court appointment of an umpire. As we know, though, altering industry-wide standard insurance policy language is a difficult process, requiring approval of not only industry representatives, but also of the state insurance departments.

If the policy language cannot change overnight, then the actions of the insurers must change. Implementing and following the protocol for the appraisal process, and being proactive in that process, would certainly be a huge step that would help avoid appraisal judgments. At the very least, an insurer, the insurer's appraiser, or the insurer's attorney should put an insured and its insured's appraiser on notice that the insurer expects notice if the insured goes to court. This notice should be part of any written communication in which the insurer or its appraiser identifies candidates for umpire. It is also that the insurer and its appraiser honor the policy time frame for suggesting an umpire or seek an agreed-to extension of the time frame. If the insurer has not honored the time frame, then a court may have less sympathy later if the insured has ignored the request for notice and has acted unilaterally.

Most significantly, though, and it bears repeating, an insurer *cannot* simply refuse or ignore an insured's demand for appraisal, particularly based on a perceived coverage defense. If the insurer truly believes that a coverage defense bars its insured's right to appraisal, then the insurer must actively enforce its coverage position through a declaratory judgment action. Simply denying coverage and refusing appraisal will not stop the insured from obtaining a judgment against the insurer. Ultimately, the cost of litigating a simple coverage action in the first instance will be far less than fighting to get an appraisal award and a default judgment set aside and then having to go through the whole process anew.

Avoiding the Maelstrom of Appraisal Problems

The above discussion only broaches the surface of the many issues that arise in the appraisal process. These problems are not new. However, problems with this process still plague insurance companies and their attorneys today. There are some practical steps that insurers, their adjusters, and their counsel can take to avoid many of these issues:

1. **Be proactive.** Insurers should have a protocol in place for handling appraisal demands and should make sure that everyone in the property claims department understands the pitfalls of making a wrong move or rejecting a demand for appraisal.
2. **Read the policy.** Do not make assumptions about the appraisal process. Although there is uniformity in most appraisal language, reading the policy will answer many of the questions and issues that appraisal raises. Many companies use different forms because the companies have multiple subsidiaries that they have acquired or formed for different markets. Property adjusters should never assume that the appraisal provisions are the same, and neither should attorneys.
3. **Know the laws and the standards of the jurisdiction.** As is obvious by the foregoing discussion, the states vary significantly in how they construe the appraisal process. If an insurer receives an appraisal demand, conferring with in-house or outside counsel to understand the law of the particular jurisdiction will go a long way toward understanding the appraisal process in that state. Understanding the rules of the jurisdiction will guide the insurer's strategy, and it will arguably help avoid ultimately having to litigate these issues, which is the entire purpose of the appraisal procedure.
4. **Communicate with the insured.** Clearly communicating with an insured is essential. It is not enough to cite policy language and deny coverage. Letters to insureds should explain and describe the basis for an insurer's position. If an insurer will agree to an appraisal, then a letter needs to spell out the insurer's expectations on impartiality, selection of the umpire, and notice of court assistance.
5. **Be prepared to go to court.** If a cooperative insured is involved, try to work out differences first. However, if any issue arises with coverage, causation, umpire selection, or anything else, file a declaratory judgment action urgently.

Most significantly, though, and it bears repeating, an insurer cannot simply refuse or ignore an insured's demand for appraisal, particularly based on a perceived coverage defense.

Understanding and advising insurance companies of the benefits of engaging in the appraisal process will ultimately save insurers and insureds alike the expense and hassle of protracted litigation, which is the whole purpose of having appraisal in the first place. Storms in nature, like the twister that takes Auntie Em's and Uncle Henry's farm in *The Wizard of Oz,* are inevitable. Storms that come while attempting to repair that damage can be avoided with vigilance, training, and communication. Don't be left in the path of the storm without shelter. FD