

No. 98-0991. [9-192] LOVE v. IOWA MUTUAL INSURANCE COMPANY

Appeal from the Iowa District Court for Black Hawk County, James L. Beeghly, Judge. **AFFIRMED.** Heard by Sackett, C.J., and Vogel and Zimmer, JJ. Opinion by Vogel, J. (5 pages \$2.00)

On February 14, 1995, David Love sustained loss to his residence and personal property as a result of a fire. Under the terms of the policy with Iowa Mutual Insurance Company, Love was required to provide a complete inventory of his damaged personal property with supporting documentation and a sworn proof of loss statement within sixty days. In addition, any legal action arising out of the policy had to be commenced within one year of the loss. Love did submit partial proofs of loss for repairs to his home, specifically excluding any personal property, which Iowa Mutual accepted and paid. However, Love did not submit an inventory for his personal property within the sixty-day period and never provided a sworn proof of loss. Iowa Mutual subsequently denied Love's claim. On September 29, 1997, Love filed an action against Iowa Mutual for breach of contract and bad faith. The district court granted Iowa Mutual's motion for summary judgment and Love appealed. **OPINION HOLDS: *Terms of contractual limitations.*** Love contends that the district court erred in granting summary judgment for Iowa Mutual. He contends that Iowa Mutual's actions clearly generate a fact issue as to whether they waived or should be equitably estopped from asserting the contractual time limitations on his claim. While we believe Iowa Mutual may have waived their sixty-day limitation for accepting Love's personal property claim, we cannot say the same for the one-year contractual statute of limitations. Love did not file his action until September 29, 1997, some two and a half years after the fire on February 14, 1995. Viewing all the facts in the light most favorable to Love, we find that he fails to establish that Iowa Mutual waived the one-year statute of limitations or should be equitably estopped from asserting the defense.