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DISTRICT II

October 7, 2026

To:

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You are hereby notified that the Court has entered the following opinion and order:

2025AP127

Charles Hartman v. Secura Insurance Company
(L.C. #2023CV1432)

Before Lazar, P.J., Gundrum, and LoCoco, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Charles Hartman appeals from an order of the circuit court granting summary and declaratory judgment to Secura Insurance Company (Secura) and a subsequent order denying his motion for reconsideration and his “[r]enewed [m]otion for [r]econsideration.” Based upon our review of the briefs and record, we conclude at conference that this case is appropriate for summary disposition. See WIS. STAT. RULE 809.21 (2023-24).¹ We affirm.

¹ All references to the Wisconsin Statutes are to the 2023-24 version.

BACKGROUND

Hartman filed this suit alleging that his homeowners insurance company, Secura, breached his homeowners policy, and did so in bad faith, when it denied his claim for a new roof, which is founded on his contention that hail had damaged the roof. Hartman also sought statutory interest pursuant to WIS. STAT. § 628.46. Secura filed an answer to Hartman’s breach of contract claim, a motion to dismiss the bad faith and statutory interest claims, and a counterclaim for declaratory judgment and declaratory relief. The counterclaim sought a declaratory judgment determining that “Secura ... has complied with its duties under the [p]olicy, including, but not limited to, its duty to investigate and its duty to pay out covered damages.”

The circuit court denied Secura’s motion to dismiss and set a scheduling order that required, among other things, that Hartman “provide in writing to the court and Secura: ... (2) the names, addresses, and resumes for each expert named, along with *a written report specifying all opinions to be offered*; and (3) an itemized statement of damages claimed, ... no later than May 1, 2024.” (Emphasis added.) The order required Secura to subsequently provide the same information related to expert witnesses.

On May 1, 2024, Hartman filed a document with the name of his proposed expert and an estimate from the expert for replacing Hartman’s roof and gutters but no written report specifying any opinions the expert had in relation to the roof and potential damage thereto. Secura subsequently filed a 25-page report of one of its experts, explaining that Hartman’s home had not been damaged by hail.

On October 1, 2024, Secura moved for summary judgment² based on its expert evidence that the Hartman home suffered no hail damage and the fact that Hartman had not submitted any expert evidence indicating the roof had suffered such damage. Thus, Secura posited, it had no obligation under the policy to replace Hartman’s roof, it could not have acted in bad faith, and Hartman was not entitled to statutory interest. Secura also sought summary judgment on its counterclaim.

Following a hearing, the circuit court granted Secura’s motion for summary judgment, concluding Hartman had not submitted

specific evidentiary facts The [c]ourt has some evidence presented by Secura Insurance regarding the denial of the claim, that there was no hail damage. And without further information from the [p]laintiff, affidavits, reports, something, this [c]ourt has nothing else to rely on and as a matter of law must grant that motion.

The parties agreed that with the court granting Secura summary judgment on Hartman’s breach of contract claim, Hartman had no legal foundation for his bad faith claim. The court dismissed all of Hartman’s claims against Secura.

Hartman moved for reconsideration based on “new evidence,” submitting with the motion an affidavit of its expert. Hartmann also argued the new evidence warranted relief from the circuit court’s order as a reason “justifying relief from the operation of the judgment” under the “catch-all provision” of WIS. STAT. § 806.07(1)(h). See *Miller v. Hanover Ins. Co.*, 2010 WI 75, ¶32, 326 Wis. 2d 640, 785 N.W.2d 493 (citation omitted). Hartman subsequently filed a

² Although Secura titled its motion as one for summary judgment and declaratory judgment, its motion only sought summary judgment on Hartman’s claims and on its own counterclaim.

“[r]enewed [m]otion for [r]econsideration” based on “new evidence of hail damage that was only recently obtained,” i.e., a “Damage Report” by Brookens Construction, indicating the Hartman roof had been damaged by hail. Following a hearing, the circuit court denied the motions, and Hartman now appeals.

DISCUSSION

Hartman contends the circuit court erred in granting Secura summary judgment, which is a matter we review de novo. See *Behrendt v. Gulf Underwriters Ins. Co.*, 2009 WI 71, ¶11, 318 Wis. 2d 622, 768 N.W.2d 568. “Summary judgment is properly granted if there is no genuine issue of material fact in dispute and the moving party is entitled to judgment as a matter of law.” *Secura Ins. v. 33 Allenton Venture, L.L.C.*, 2023 WI App 3, ¶4, 405 Wis. 2d 700, 985 N.W.2d 109 (2022) (quoting *American Fam. Mut. Ins. Co. v. American Girl, Inc.*, 2004 WI 2, ¶22, 268 Wis. 2d 16, 673 N.W.2d 65).

Hartman asserts that his expert’s originally submitted estimate for replacement of the roof and gutters constituted sufficient evidence to counter Secura’s expert report, which report clearly indicated that Hartman’s home had not been damaged by hail, thereby creating a genuine issue of material fact precluding summary judgment. It did not, as the estimate says nothing at all about any hail damage to the home and only provides a breakdown of the costs to replace the roof and gutters. It says nothing about whether there was an actual need to replace the roof and gutters much less *why* there might be such a need, such as damage caused by hail. Because the circuit court did not err in granting Secura summary judgment on Hartman’s breach of contract claim, it also did not err in granting summary judgment dismissing Hartman’s bad faith and statutory interest claims. See *Brethorst v. Allstate Prop. & Cas. Ins. Co.*, 2011 WI 41, ¶65, 334 Wis. 2d

23, 798 N.W.2d 467 (“[S]ome breach of contract by an insurer is a fundamental prerequisite for a first-party bad faith claim against the insurer by the insured.”).

Regarding the circuit court’s denial of Hartman’s motions for reconsideration, Hartman argues to us as if we were the circuit court. The appellant, here Hartman, bears the burden of demonstrating to us how the circuit court erred. See **Gaethke v. Pozder**, 2017 WI App 38, ¶36, 376 Wis. 2d 448, 899 N.W.2d 381. Instead of developing any legal argument to this effect, he merely asserts, in a conclusory manner, that the court erred in not accepting as newly discovered evidence the materials he submitted with his reconsideration motions. He fails to develop a sufficient argument as to what showing is required to establish entitlement to relief on reconsideration for newly discovered evidence or under the “catch-all provision,” how the materials he submitted satisfied that showing, and how the court “erred in rejecting them as not newly-discovered evidence,” as he asserts in his brief-in-chief. See **Miller**, 326 Wis. 2d 640, ¶32 (citation omitted). This issue is inadequately briefed, so we give it no further consideration. See **Doe 1 v. Madison Metro. Sch. Dist.**, 2022 WI 65, ¶35, 403 Wis. 2d 369, 976 N.W.2d 584 (stating that appellate courts “do not step out of [their] neutral role to develop or construct arguments for parties” (citation omitted)); **Clean Wis., Inc. v. PSC**, 2005 WI 93, ¶180 n.40, 282 Wis. 2d 250, 700 N.W.2d 768 (“We will not address undeveloped arguments.”); **State v. Pettit**, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (“We may decline to review issues inadequately briefed.”). As Secura states in its response brief, “Hartman identifies no erroneous action of the [circuit c]ourt; he simply disagrees with its ruling.”

Therefore,

IT IS ORDERED that the orders of the circuit court are summarily affirmed. *See* WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals