

Decisions by Vote Split in Insurance Cases<sup>1</sup>

<b>7-0 (or 6-0)</b>	<b>6-1</b>	<b>5-2 (or 4-2)</b>	<b>4-3</b>
<b>14/34 (41%)</b>	<b>2/34 (6%)</b>	<b>10/34 (29%)</b>	<b>8/34 (24%)</b>
<i>Roehl Transp., Inc. v. Liberty Mut. Ins. Co.</i>	<i>Plastics Engineering Co. v. Liberty Mut. Ins. Co.</i>	<i>Lisowski v. Hastings Mut. Ins. Co.</i>	<i>Johnson Controls, Inc. v. London Mkt.</i>
<i>MercyCare Ins. Co. v. Wis. Comm'r of Ins.</i>	<i>Marlowe v. IDS Prop. Cas. Ins. Co.</i>	<i>Farmers Auto. Ins. Ass'n v. Union Pac. Ry.</i>	<i>Day v. Allstate Indem. Co.</i>
<i>Zarder v. Humana Ins. Co.</i>		<i>Blum v. 1st Auto &amp; Cas. Ins. Co.</i>	<i>Bethke v. Auto-Owners Ins. Co.</i>
<i>Olson v. Farrar</i>		<i>Steffens v. BlueCross BlueShield</i>	<i>Force v. Am. Family Mut. Ins. Co.</i>
<i>Orlowski v. State Farm Mut. Auto. Ins. Co.</i>		<i>Wadzinski v. Auto-Owners Ins. Co.</i>	<i>Blasing v. Zurich Am. Ins. Co.</i>
<i>Waranka v. Wadena Ins. Co.</i>		<i>Hirschhorn v. Auto-Owners Ins. Co.</i>	<i>Soc'y Ins. v. Labor &amp; Indus. Review Comm'n</i>
<i>Belding v. Demoulin</i>		<i>Best Price Plumbing, Inc. v. Erie Ins. Exch.</i>	<i>Siebert v. Wis. Am. Mut. Ins. Co.</i>
<i>Brethorst v. Allstate Prop. &amp; Cas. Ins. Co.</i>		<i>Schinner v. Gundrum</i>	<i>Maxwell v. Hartford Union High Sch. Dist.</i>
<i>Admiral Ins. Co. v. Paper Converting Mach. Co.</i>		<i>Adams v. Northland Equip. Co.</i>	
<i>Froedtert Mem'l Lutheran Hosp., Inc. v. Nat'l States Ins. Co.</i>		<i>Kimble v. Land Concepts, Inc. (4-2)</i>	
<i>Miller v. Hanover Ins. Co.</i>			
<i>Casper v. Am. Int'l S. Ins. Co.</i>			
<i>Phillips v. Parmelee (6-0)</i>			
<i>Jackson v. Wis. County Mut. Ins. Corp. (6-0)</i>			

<sup>1</sup> In a few cases there were justices who concurred in part and dissented in part. For the tables in this post, each such vote has been categorized as either a dissent or a concurrence according to the following guidelines. If a justice's opinion dissented from the result on one or more issues, it was classified as a dissent. If the opinion concurred with the result on all issues but disputed the majority's reasoning on one or more issues, it was classified as a concurrence. In one case (*Casper v. American International South Insurance Company*) the vote total yielded by this method (5-2, with the votes by Justices Abrahamson and Bradley classified as dissents) has been changed to 7-0. Here the dispute encompassed three issues, the second of which pertained to an insurance policy. On this second issue (and also the first), Justices Abrahamson and Bradley concurred with the majority. Finally, I have excluded a couple cases in which insurance companies, although central to the discussion, were opposing each other—which makes it impossible to categorize the decisions as “favorable” or “unfavorable” to an insurance company.