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United States Court of Appeals, Seventh Circuit.

TOWER CROSSING CONDOMINIUM ASSOCIATION, Plaintiff-Appellant,
v.
AFFILIATED FM INSURANCE COMPANY, Defendant-Appellee.

No. 25-3167
|
Argued September 24, 2026
|
Decided November 19, 2026

Appeal from the United States District Court for the Northern District of Illinois, Eastern Division. No. 1:21-cv-06228 — **LaShonda A. Hunt**, *Judge*.

Attorneys and Law Firms

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Before Brennan, Chief Judge, and Easterbrook and Kirsch, Circuit Judges.

Opinion

Brennan, Chief Judge.

***1** Tower Crossing Condominium Association sued its insurer, Affiliated FM Insurance Company, over nonpayment of a claim for storm damage. The insurance policy required a "signed and sworn" proof of loss and included a two–year limitations period to file a lawsuit, extended only by agreement or while a proof of loss was being considered. Although Tower Crossing submitted a $4.3 million proof of loss a day before the limitations period was set to expire, it was not "sworn" to as the policy required. So, the district court granted Affiliated FM's motion for summary judgment. We agree with the district court and affirm.

I

Tower Crossing manages a condominium complex in Glenview, Illinois. Affiliated FM insured the complex under an all–risk policy from May 1, 2018 to May 1, 2020.

For Affiliated FM to pay an insurance claim, the parties' policy required that Tower Crossing submit a "signed and sworn proof of loss to [Affiliated FM] within 90 days after the loss, unless that time is extended in writing by [Affiliated FM]." The proof of loss had to state Tower Crossing's "knowledge and belief" of five categories of information, including the actual cash value and replacement value of each item associated with the loss. The policy also included a limitations period requiring all lawsuits to be initiated within two years of the date the loss occurred, "extended by the number of days between the date the proof of loss was filed until the date the claim is denied in whole or in part."

Tower Crossing claims that a storm damaged the roof of the Glenview condominium complex on July 2, 2019. It submitted notice of the damage (which is not a proof of loss) to Affiliated FM on August 21, 2019, kicking off two years of dialogue between the parties about the claim. A day before the policy's two–year limitations period was due to expire, Affiliated FM agreed to extend Tower Crossing's deadline to bring suit to October 2, 2021. The parties continued to investigate and negotiate the claim.

Negotiations ultimately stalled. Two days before the extended limitations period lapsed, Tower Crossing's Board–President, Kenneth Freedman, signed and had notarized a proof of loss which valued the replacement cost of the roofs at $2,954,405.44—but he did not submit it. The next day, Tower Crossing submitted a proof of loss with a $4,341,149.36 valuation. On October 29, 2021, Affiliated FM rejected the submitted proof of loss without making a final coverage decision on the claim.

Tower Crossing then sued on November 19, 2021, alleging breach of contract and bad faith. During discovery, Affiliated FM noticed that Tower Crossing's second drafted, first submitted proof of loss attached the exact same notary certificate, dated September 30 and with an identically placed stamp, as was affixed to the unsubmitted proof of loss. The contents of the submitted proof of loss were therefore not "sworn" to in front of a notary public. Rather, in his declaration, Kenneth Freedman admitted that Tower Crossing

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"attached" his "sworn signature" from the unsubmitted proof of loss to the updated, submitted one.

***2** After discovery, the parties filed cross-motions for summary judgment. Affiliated FM argued that because the notarized signature was transferred to the submitted proof of loss, it was not properly "sworn" as the policy required, so the limitations period was not tolled. Tower Crossing contended, in relevant part, that it complied with the policy. The district court granted Affiliated FM's motion, finding that the language in the policy required the insured to provide a "signed" and "sworn" proof of loss to the company. The court ruled that "sworn" requires an oath, and no such swearing under oath occurred for the submitted proof of loss. So, the extended limitations period expired on October 2, 2021, over a month before Tower Crossing sued. Tower Crossing timely appeals this decision.

II

We review de novo a district court's decision on cross–motions for summary judgment. *Polk v. Progressive N. Ins. Co.*, 171 F.4th 1001, 1004 (7th Cir. 2026).

This case comes to us under diversity jurisdiction, so we apply substantive law from the state of Illinois. *See AFM Mattress Co., LLC v. Motorists Com. Mut. Ins. Co.*, 37 F.4th 440, 443 (7th Cir. 2022) (applying Illinois law in a diversity case where the parties agreed it controlled). Our goal "is to ascertain and give effect to the intention of the parties, as expressed in the policy language." *Scottsdale Ins. Co. v. Columbia Ins. Grp.*, 972 F.3d 915, 919 (7th Cir. 2020) (quoting *Hobbs v. Hartford Ins. Co. of the Midwest*, 214 Ill. 2d 11, 17, 291 Ill.Dec. 269, 823 N.E.2d 561 (2005)). "Undefined terms will be given their plain, ordinary, and popular meaning," and courts should avoid interpretations that the average person "cannot be expected to understand." *Sproull v. State Farm Fire & Cas. Co.*, 2021 IL 126446, ¶ 19, 451 Ill.Dec. 616, 184 N.E.3d 203 (citation modified). Policies are read as a whole, "giving effect to each provision," and assuming that each "was intended to serve a purpose." *Acuity v. M/I Homes of Chi., LLC*, 2023 IL 129087, ¶ 31, 473 Ill.Dec. 486, 234 N.E.3d 97. If its language is unambiguous, the policy will be applied as written. *Rich v. Principal Life Ins. Co.*, 226 Ill. 2d 359, 371, 314 Ill.Dec. 795, 875 N.E.2d 1082 (2007). If its language is subject to multiple reasonable interpretations, "the court must construe the policy in favor of the insured and against the insurer that drafted the policy." *Sproull*, 2021 IL 126446 at ¶ 19, 451 Ill.Dec. 616, 184 N.E.3d 203 (citation modified). That said, neither the parties' disagreement about a term's meaning nor the policy's failure to define that term renders the term ambiguous. *See Founders Ins. Co. v. Munoz*, 237 Ill. 2d 424, 433, 341 Ill.Dec. 485, 930 N.E.2d 999 (2010); *Nicor, Inc. v. Associated Elec. & Gas Ins. Servs. Ltd.*, 223 Ill. 2d 407, 417, 307 Ill.Dec. 626, 860 N.E.2d 280 (2006). Courts also "will not strain to find an ambiguity." *Rich*, 226 Ill. 2d at 372, 314 Ill.Dec. 795, 875 N.E.2d 1082.

Additionally, Illinois's insurance code states that insurance policy limitations provisions are "tolled from the date proof of loss is filed, *in whatever form is required by the policy*, until the date the claim is denied in whole or in part." 215 ILCS 5/143.1 (emphasis added). Illinois law "requires the insured to do more than merely present equivalent information to that requested in the insurance policy." *Koclanakis v. Merrimack Mut. Fire Ins. Co.*, 899 F.2d 673, 675 (7th Cir. 1990). "Filing of other information with an insurance company does not start tolling the running of a policy's one-year limitations period if sworn proof of loss is required by the policy." *Vala v. Pac. Ins. Co.*, 296 Ill. App. 3d 968, 971, 231 Ill.Dec. 64, 695 N.E.2d 581 (1998).

III

We turn first to the plain language of the policy's term "sworn." Dictionaries consistently define that term as requiring some type of oath or formality. The district court relied primarily on Black's Law Dictionary, which defines "swear" as "to administer an oath to (a person)" or "to take an oath," and "sworn statement" as "a statement given under oath; an affidavit." BLACK'S LAW DICTIONARY 1755, 1705 (12th ed. 2024). This reliance was reasonable, as the Illinois Supreme Court considers Black's Law Dictionary in determining the ordinary meaning of undefined insurance policy terms. *See Travelers Ins. Co. v. Eljer Mfg., Inc.*, 197 Ill. 2d 278, 301, 258 Ill.Dec. 792, 757 N.E.2d 481 (2001).

***3** Tower Crossing asserts that a legal dictionary does not reflect an ordinary understanding of "sworn" and instead that only a promise is required. In support, it cites non–legal dictionaries, offering examples of varying tenses, which include—with some curious use of ellipses—that " 'swear' means, among other things, 'to assert as true' or 'to ... promise emphatically or earnestly' " (citing MERRIAM–WEBSTER DICTIONARY) and that "swear" can be defined as "to promise or say firmly that you are telling the

truth ....” (citing CAMBRIDGE DICTIONARY). Read in full —rather than in excerpts—the nonlegal dictionaries reach the same result as Black's: “sworn” requires some type of oath. Dictionary.com defines “sworn” as “having taken an oath.” [1] Cambridge Dictionary defines it as “formally and officially stated as being true.” [2] And, Merriam–Webster defines “swear” (“sworn” appearing as the past participle of “swear”) as “to utter or take solemnly (an oath)” or “to assert as true or promise under oath.” [3] Given these definitions, “sworn” may not require notarization specifically, but the term unambiguously requires an oath, of which notarization is one option.

Tower Crossing's versions of the dictionary definitions do not create ambiguity. It points to definitions in different tenses and craftily excerpts quotes to avoid reference to an oath. A term is not ambiguous “merely because the parties can suggest creative possibilities for its meaning.” *Nicor, Inc.*, 223 Ill. 2d at 417, 307 Ill.Dec. 626, 860 N.E.2d 280. Thus, because the provision is not ambiguous, we need not construe the policy strictly against the insurer. *Hobbs*, 214 Ill. 2d at 17, 291 Ill.Dec. 269, 823 N.E.2d 561.

Further, the policy required a proof of loss that is both “signed” and “sworn.” The surplusage canon counsels that “[i]f possible, every word and every provision is to be given effect .... None should needlessly be given an interpretation that causes it to duplicate another provision or to have no consequence.” ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS 174 (2012). Illinois reads insurance policies the same way, giving “effect to each provision” and assuming that each “was intended to serve a purpose.” *Acuity*, 2023 IL 129087 at ¶ 31, 473 Ill.Dec. 486, 234 N.E.3d 97. Tower Crossing's reading would leave the term “sworn” adding little to nothing to the term “signed,” because a signature shows that the insured adopts the statement. *See Melena v. Anheuser-Busch, Inc.*, 219 Ill. 2d 135, 150, 301 Ill.Dec. 440, 847 N.E.2d 99 (2006) (“[A] party to an agreement is charged with knowledge of and assent to the agreement signed.”); *cf. Bus. Guides, Inc. v. Chromatic Commc'ns Enters., Inc.*, 498 U.S. 533, 542, 111 S.Ct. 922, 112 L.Ed.2d 1140 (1991) (explaining that a signature “certifies ... that the signer has read the document” and “is satisfied that the document is well-grounded” in both law and fact). To give effect to both parts of the provision, then, “sworn” must add something to “signed.” The dictionaries referenced above show that “sworn” adds an oath.

Tower Crossing offers three main arguments differing from this reading. First, it claims that a notary simply certifies a signature, not the contents of a document. So, the inverse of the superfluity point above is true and notarization adds nothing to “signed.”

Illinois law defines a notarial act as including “taking an acknowledgement, administering an oath, or affirmation, taking a verification on oath, or affirmation, witnessing or attesting a signature, certifying or attesting a copy, and noting a protest of a negotiable instrument.” 5 ILCS 312/1-104. This definition is not confined to verification of a physical signature. The notary certificate on the proofs of loss here reads “subscribed and sworn before me,” an example of a notarial act enumerated in the quoted notary statute. A verification upon oath or affirmation is “a declaration that a statement is true made by a person upon oath or affirmation.” 5 ILCS 312/6-101(c). In taking that verification, a notary must confirm that the person appearing before them “is the person whose true signature is on the statement verified.” 5 ILCS 312/6-102(b). The resulting certificate then records the notary's signature and date, as of “the time of” the notarial act. 5 ILCS 312/6-103(a), (c). An oath therefore attaches only to the particular statement presented to a notary on a singular occasion.

***4** Here, that statement is the $2.9 million proof of loss Freedman attested to on September 30, 2021. The statement would not include a subsequent document, different in amount and created later. If a signature need be notarized on only one document—and the signature page could be transferred from document to document—new documents would not need to be notarized. That would be contrary to the Illinois rules governing notarization.

Second, Tower Crossing contends that because Affiliated FM had already investigated its claim before submitting the proof of loss, the oath would serve no purpose anyway. Generally, a proof of loss functions to “afford the insurer an adequate opportunity to investigate, to prevent fraud and imposition upon it, and to form an intelligent estimate of its rights and liabilities before it is obliged to pay.” 13 JORDAN R. PLITT ET AL., COUCH ON INSURANCE § 186:22 (3d ed. 2026). So, although some of the purposes of a proof of loss were served even without an oath, the oath's objective is to prevent fraud by binding the insured to this specific statement. Whether Affiliated FM actually needed or used the information does not change what the policy required.

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Third, Tower Crossing argues that Freedman "could have typed or written" that the document was true and correct, and that there "simply is no difference" between doing that and consenting to an already-typed form. Tower Crossing points to 28 U.S.C. § 1746(2) and 735 ILCS 5/1-109 for support. These statutes, though, give certain declarations the same effect "as though subscribed and sworn to under oath," confirming that "sworn" ordinarily requires an oath. 735 ILCS 5/1-109. In any event, nothing of this sort happened here. Freedman simply allowed reuse of a page attesting to a different valuation. We therefore need not decide whether such a declaration would satisfy the policy.

Ultimately, Freedman swore only to a proof of loss valuing the cost at about $2.9 million. That signature and notary page were later attached to a different proof of loss, worth about $1.4 million more, which Freedman did not again "swear" to. Even assuming Freedman approved the reattachment, as his declaration states, approving that is not an oath to the new statement. Tower Crossing thus failed to file a proof of loss in the form required by the policy, so tolling did not begin. The extended limitations period expired on October 2, 2021, and Tower Crossing's November 19, 2021 action is time-barred.

IV

In the alternative, Tower Crossing argues that its substantial compliance with the proof of loss requirement was enough to toll the limitations provision. Yet, as the statute provides, insurance policy limitations periods are tolled from the date a proof of loss is submitted "in whatever form is required by the policy," until the date it is denied in whole or in part. 215 ILCS 5/143.1. That statute requires the policy's specific form for a proof of loss to begin tolling. Here, that form is one that is both "signed and sworn," so this argument does not follow.

Further, Illinois law "requires the insured to do more than merely present equivalent information to that requested in the insurance policy." *Koclanakis*, 899 F.2d at 675. There, the policy "explicitly required [the insured] to submit a signed, sworn statement" of loss and detailed inventory. *Id.* at 675–76. The insured "instead tendered an unsworn notice of loss, an uncertified balance sheet, and a receipt[,]" and the court found that because it was not "in the required form, [the insured could not] find solace" in the tolling statute. *Id.* Although *Koclanakis* involved more defects than just the missing oath, its reasoning applies here. Whether the submission was functionally "equivalent" does not matter if it did not comply with the required form. *Id.* at 675. So, where the "sworn" requirement is not met, there is no tolling.

***5** Tower Crossing also treats the proof of loss requirement as a condition precedent to coverage, claiming that Illinois applies substantial compliance to such conditions. But whether a proof of loss condition is satisfied for purposes of coverage is a different question than whether a proof of loss was submitted in the policy's required form to start tolling. *See Trinity Bible Baptist Church v. Fed. Kemper Ins. Co.*, 219 Ill. App. 3d 156, 159–60, 161 Ill.Dec. 729, 578 N.E.2d 1375 (1991). Substantial compliance may answer the first question. But the text of 215 ILCS 5/143.1 controls the second question, on which this case turns. Whether Tower Crossing substantially complied with a condition of coverage does not matter here.

Finally, the authorities Tower Crossing cites for the proposition that the "substantial compliance doctrine is firmly established" in Illinois insurance policy interpretation are distinguishable. The Illinois Supreme Court cases it cites applying substantial compliance to proofs of loss all date from 1861 to 1935, predating 215 ILCS 5/143.1 and its "in whatever form is required" language. Apart from *McDonald v. Am. Family Mut. Ins. Co.*, 251 Ill. App. 3d 354, 190 Ill.Dec. 653, 622 N.E.2d 63 (1993), none of the more recent cases on which Tower Crossing relies involve a proof of loss or this statute. Tower Crossing's best case, *McDonald*, noted that suffciently detailed, "good faith" estimates are the functional equivalent of a proof of loss for tolling purposes when "no particular form[is] required by the policy[.]" *Id.* at 356–57, 190 Ill.Dec. 653, 622 N.E.2d 63. Here, a "particular form" is required. Additionally, there, a proof of loss was required only upon request of the insurer, and the insurer made no such request. *Id.* at 357, 190 Ill.Dec. 653, 622 N.E.2d 63. The policy here required that a proof of loss be submitted without a request from Affiliated FM. We need not consider whether Tower Crossing's submission was equivalent; we ask only whether it was in the form the policy required.

V

Tower Crossing did not submit a "sworn" proof of loss as required by the policy, and substantial compliance does not trigger tolling of the applicable limitations period. The limitations period thus expired on October 2, 2021, so the November 19, 2021 suit was untimely. For these reasons, we AFFIRM the district court.

All Citations

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Footnotes

1 *Sworn*, DICTIONARY.COM, https://www.dictionary.com/browse/sworn (last visited Nov. 19, 2026).

2 *Sworn*, CAMBRIDGE DICTIONARY, https://dictionary.cambridge.org/us/dictionary/english/sworn (last visited Nov. 19, 2026).

3 *Swear*, MERRIAM–WEBSTER DICTIONARY, https://www.merriam-webster.com/dictionary/swear (last visited Nov. 19, 2026).

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