Case Summaries
February 13, 2026

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DECIDED CASES

Privilege Underwriters Reciprocal Exch. v. Mankoff, ___ S.W.3d ___, 2026 WL ___ (Tex. Feb. 13, 2026) [24-0132]

The issue in this case is whether the term "windstorm," when undefined in a homeowners insurance policy, includes a tornado.

The Mankoffs submitted a claim under their homeowners policy after their home was damaged by a tornado. The insurer, PURE, withheld a portion of the claim under the policy's "Windstorm or Hail Deductible." The Mankoffs sued PURE for breach of contract and sought a declaration that the deductible did not apply because a tornado is not a "windstorm" under the policy. On cross-motions for summary judgment, the trial court granted PURE's motion and rendered a take-nothing judgment against the Mankoffs. A divided court of appeals reversed.

The Supreme Court reversed the court of appeals' judgment and reinstated the trial court's summary judgment. The Court held that the term "windstorm," when undefined in a homeowners insurance policy, is not ambiguous and that its ordinary meaning encompasses a tornado. As the damage to the Mankoffs' property was caused by a tornado, which is a type of windstorm, their claim was subject to the policy's "Windstorm or Hail" deductible.

In re Estate of Wheatfall, ___ S.W.3d ___, 2026 WL ___ (Tex. Feb. 13, 2026) (per curiam) [24-0778]

The issue in this case is whether the trial court's order admitting a will to probate is final and appealable.

Wheatfall filed an application for letters of administration of his deceased father's estate, and DeBose, the decedent's granddaughter, filed a competing application to probate a will allegedly executed by the decedent. On September 5, 2019, after the trial court held a hearing on the applications but before the court ruled on them, Wheatfall filed a will contest in which he asserted additional objections to

the probate of the will. The trial court then issued an order admitting the will to probate and overruling all objections to the probate of the will asserted through September 4, 2019.

Over two years later, at a status conference regarding Wheatfall's will contest, DeBose argued that the trial court's order admitting the will to probate had disposed of the contest and constituted a final order that Wheatfall failed to timely appeal. The trial court agreed with DeBose and dismissed the contest. The court of appeals dismissed Wheatfall's appeal for lack of jurisdiction. It held that the appeal was untimely because the trial court's order admitting the will to probate had resolved all issues raised in the will contest, making the order final and appealable.

The Supreme Court reversed. The Court first recognized that an order is final in the probate context for purposes of appeal if it actually disposes of every party and issue in a particular phase of the proceedings. The Court then held that the order admitting the will to probate did not do so because (1) the order expressly did not resolve any objections asserted after September 4, 2019, and thus did not express an unequivocal intent to dispose of all issues related to the will's validity; and (2) the record confirmed that Wheatfall asserted objections after September 4, which the order left pending. The Court remanded to the court of appeals to address the merits of Wheatfall's appeal of the dismissal order.

RECENTLY GRANTED CASES

In re Home Depot U.S.A., Inc., ___ S.W.3d ___, 2025 WL 899848 (Tex. App.—Houston [14th Dist.] 2025), *argument granted on pet. for writ of mandamus* (Feb. 6, 2026) [25-0317]

In this original proceeding, the central question is whether a shipper who hires a carrier owes a duty to a third-party motorist injured by the carrier's driver.

Home Depot hired Werner Enterprises to transport its goods. While carrying those goods, Werner's driver ran a red light and fatally struck a motorcyclist. The motorcyclist's parents sued the driver, Werner, and Home Depot for wrongful death, negligence, negligence per se, and gross negligence. Werner admitted liability and stipulated that the driver was acting in the course and scope of his employment. As to Home Depot, the parents allege it negligently hired Werner even though it knew or should have known of Werner's poor history of trucking accidents. Home Depot moved to dismiss those claims as baseless under Rule 91a, primarily arguing that it owed no duty to the decedent. The trial court denied the motion, and the court of appeals summarily denied mandamus relief.

In the Supreme Court, Home Depot argues: (1) a shipper owes no duty to third-party motorists to protect them from the negligent actions of its carrier's drivers; (2) Texas does not recognize a cause of action for negligent hiring or selection of an independent contractor; (3) the parents fail to sufficiently allege that Home Depot's hiring of Werner proximately caused the accident; and (4) the Court should adopt and apply the "admission rule," which absolves an employer of liability for a derivative

claim if the employer stipulates that the employee tortfeasor acted within the course and scope of his employment. The parents generally respond that this Court has previously recognized that a shipper may owe a duty to a third-party motorist that is injured by a carrier's driver and that Home Depot did not raise the admission rule or proximate cause points in the trial court. The Supreme Court granted argument on the petition for writ of mandamus.