

## **Chauvin vs. State Farm Fire and Casualty Company, et al.**

Year: 2005

Court: U.S. District Court, Louisiana Eastern District

Case Number: Civil Action 05-6454 c/w 06-0177

The Court must reject State Farm's untenable and unsupported suggested interpretation of the VPL which, in effect, seeks to render the VPL inapplicable to situations where a covered peril and a non-covered peril were each involved in the total loss to a covered property. The anti-concurrent causation language upon which State Farm relied in connection with its interpretation has already been deemed ambiguous as a matter of law by another Federal Court addressing similar arguments raised by State Farm. Tuepker, 2006 WL 1442489 at \* 5. Interpretation of water damage exclusions in property policies and Louisiana's "Valued Policy Law."

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