

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."

UP's brief was written pro bono by John N. Ellison, Esq. and Darin J. McMullen, Esq. of Anderson Kill & Olick, PC, and Drew Ranier, Esq. of Ranier, Gayle & Elliot, LLC