

Sher vs. Lafayette Insurance Company et. al.

Year: 2007

Court: Louisiana Supreme Court

Case Number: Docket No. 2007-C-2443 and 2007-C-2441

The Shers had an “all risk” policy which extends coverage for all fortuitous losses, unless the policy contains a specific exclusion. A lower court considered a “flood” exclusion in the Lafayette all-risk policy and found it too ambiguous to exclude coverage for Katrina damage to a home. The case also addressed continuing duty of good faith and fair dealing. United Policyholders urges the Court to leave the lower court ruling intact and take the position that an insurer should be held liable for the enhanced statutory penalties of La.Rev. Statute section 22:658 when bad faith conduct continued after the amendment to the statute was enacted. Consolidated with Landry v. Citizens for oral argument.

UP's brief was drafted pro bono by Deborah Trotter, Chip Merlin and Mary Kestenbaum of the Merlin Law Group.