UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF LOUISIANA

Leonard A. Robinson and Peggy M. Robinson v. American Security Insurance Company

Robinson · No. No. 25-713-BAJ-EWD · Decided December 18, 2025

SUMMARY

The Magistrate Judge recommends granting American Security Insurance Company’s motion for summary judgment in a Hurricane Ida property-damage dispute. The report concludes that Leonard and Peggy Robinson were not named insureds, additional insureds, or third-party beneficiaries under the lender-placed insurance policy and therefore lacked contractual standing to pursue breach-of-contract or Louisiana bad-faith claims. It recommends dismissing all claims with prejudice and states that the timeliness issue need not be reached.

CASE DETAILS

COURT	United States District Court for the Middle District of Louisiana
WRITING FOR THE COURT	Erin Wilder-Doomes
JURISDICTION	United States District Court for the Middle District of Louisiana
DECIDED	December 18, 2025
DOCKET	No. 25-713-BAJ-EWD
DISPOSITION	other
PROCEDURAL POSTURE	Magistrate judge's report and recommendation on the defendant's unopposed motion for summary judgment in a removed diversity insurance action.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court must view facts and reasonable inferences in the light most favorable to the nonmovant and may not weigh evidence or resolve material factual disputes. Interpretation of an insurance policy is a legal question suitable for summary judgment.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

insurance coverage · insurance bad faith · breach of contract · summary judgment · civil procedure

PRACTICE AREAS

insurance law · civil procedure · federal jurisdiction · contracts · remedies

QUESTIONS PRESENTED

1. Whether plaintiffs had contractual standing to enforce the lender-placed insurance policy as named insureds, additional insureds, or intended third-party beneficiaries.
2. Whether plaintiffs could maintain statutory insurance bad-faith claims without a valid underlying claim for insurance coverage.
3. Whether the court needed to decide the policy's two-year limitations provision after determining that plaintiffs lacked contractual standing.

HOLDINGS

1. Plaintiffs were not named insureds, additional insureds, or intended third-party beneficiaries under the policy and therefore could not bring breach-of-contract claims to enforce it.
2. Because plaintiffs lacked a cognizable claim for insurance coverage, their claims for bad-faith penalties under the Louisiana Insurance Code necessarily failed.
3. The magistrate judge recommended granting defendant's motion for summary judgment and dismissing all claims with prejudice.

KEY QUOTATIONS

> *"Because Plaintiffs are not named insureds, additional insureds, or third-party beneficiaries under the insurance policy at issue, they lack standing to bring claims for breach of contract or for bad faith penalties under the Louisiana Insurance Code for property damages they allegedly sustained from Hurricane Ida."* (Conclusion)

> *"Loss will be made payable to the named insured. No coverage will be available to any mortgagee other than that shown as the named insured on the Declarations."* (II.B)

FACTUAL BACKGROUND

Plaintiffs sought insurance benefits for property damage allegedly caused by Hurricane Ida. The lender-placed policy identified JPMorgan Chase Bank, N.A. as the only named insured, listed no additional insureds, and provided that losses would be made payable to the named insured. Plaintiffs alleged breach of contract and bad-faith claims under the Louisiana Insurance Code, but the policy did not provide for payment of benefits directly to them.

PROCEDURAL HISTORY

Plaintiffs filed suit in Louisiana state court alleging that American Security Insurance Company failed to perform under an insurance contract by paying for Hurricane Ida-related property damage. Defendant removed the action to federal court based on diversity jurisdiction and moved for summary judgment. Plaintiffs did not oppose the motion, and the magistrate judge recommended that all claims be dismissed with prejudice; the document does not state that the district judge adopted the recommendation.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Kean, Miller, Hawthorne, D'Armond, McCowan & Jarman, LLP v. National Fire Insurance Co. of Hartford, No. 06-770, 2007 WL 2489711, at *2 (M.D. La. Aug. 29, 2007)
- Robinson v. Heard, 809 So. 2d 943, 945 (La. 2002)
- Lubbock County Hospital District v. National Union Fire Insurance Co. of Pittsburgh, Pa., 143 F.3d 239, 242 (5th Cir. 1998)
- International Shortstop, Inc. v. Rally's, Inc., 939 F.2d 1257, 1263 (5th Cir. 1991)
- McCoy v. SC Tiger Manor, LLC, No. 19-723, 2022 WL 4492761, at *3 (M.D. La. Sept. 9, 2022)
- Darville v. Turner Industries Group, LLC, 305 F.R.D. 91, 94 (M.D. La. 2015)
- John v. Louisiana Board of Trustees for State Colleges & Universities, 757 F.2d 698, 709 (5th Cir. 1985)
- Williams v. Certain Underwriters at Lloyd's of London, 398 F. App'x 44, 47 (5th Cir. 2010)
- Cotton v. Certain Underwriters at Lloyd's of London, 831 F.3d 592, 594 (5th Cir. 2016)
- Perry v. Thomas, 482 U.S. 483, 492 (1987)
- Weyerhaeuser Co. v. Burlington Insurance Co., 74 F.4th 275, 290 (5th Cir. 2023)
- Doe v. Board of Supervisors of University of Louisiana System, No. 22-338, 2025 WL 2111080, at *5 (M.D. La. July 28, 2025)
- Joseph v. Hospital Service District No. 2 of the Parish of St. Mary, 2005-2364 (La. 10/15/06), 939 So. 2d 1206, 1212
- Williams v. Integon National Insurance Co., 132 F.4th 801, 808 (5th Cir. 2025)
- Butler v. American Security Insurance Co., No. 2019 WL 1714231, at **2-3 (M.D. La. Apr. 17, 2019)
- Johnson v. American Security Insurance Co., No. 23-1120, 2025 WL 438103, at **3-4 (M.D. La. Feb. 7, 2025)
- Miller v. American Security Insurance Co., No. 24-805, 2025 WL 1124966, at *7 (M.D. La. 2025)
- GeoVera Specialty Insurance Co. v. Joachin, 2019 WL 8273471, at *9 (E.D. La. June 28, 2019), aff'd, 964 F.3d 390 (5th Cir. 2020)
- Lee v. Sapp, 2017-0490 (La. App. 4 Cir. 12/6/17), 234 So. 3d 122, 131
- Clausen v. Fidelity & Deposit Co. of Maryland, 95-0504 (La. App. 1 Cir. 8/4/95), 660 So. 2d 83, 85

INSTRUCTIONS FOR AN AI ASSISTANT