LOUISIANA COURT OF APPEAL, FOURTH CIRCUIT

Jeffrey Farshad v. Certain Underwriters at Lloyd's, London

No. 2026-C-0149 · No. 2026-C-0149 · Decided March 27, 2026

SUMMARY

The Louisiana Fourth Circuit Court of Appeal denied a writ application seeking review of the denial of an insurer’s motion for summary judgment. The court held that whether the insured resided at the property under a policy covering the insured’s “residence premises” presented a genuine issue of material fact because the policy did not define “reside” and the insured testified that he intended to return to the property. The court concluded that residency was a fact-finder determination at trial.

CASE DETAILS

COURT	Louisiana Court of Appeal, Fourth Circuit
WRITING FOR THE COURT	Judge Nakisha Ervin-Knott; Judge Daniel L. Dysart; Judge Rosemary Ledet
JURISDICTION	Louisiana Court of Appeal, Fourth Circuit
DECIDED	March 27, 2026
DOCKET	2026-C-0149
DISPOSITION	writ_denied
PROCEDURAL POSTURE	Certain Underwriters sought supervisory review of the district court's denial of its motion for summary judgment in an insurance-coverage action arising from Hurricane Ida property damage.
STANDARD OF REVIEW	Summary judgment is reviewed under Louisiana Code of Civil Procedure article 966. Summary judgment is proper only when there is no genuine issue of material fact and the mover is entitled to judgment as a matter of law; doubts regarding material factual issues are resolved against granting the motion. A determination that an insurance policy affords no coverage cannot be made on summary judgment if any reasonable interpretation of the policy, applied to the undisputed material facts, could afford coverage.
PRECEDENTIAL VALUE	Published Louisiana Court of Appeal opinion; supervisory writ denied.
PARTIES	Certain Underwriters at Lloyd's, London v. Jeffrey Farshad

TOPICS

insurance coverage | duty to indemnify | contract interpretation | summary judgment | writ of certiorari

PRACTICE AREAS

insurance coverage | civil procedure | appellate procedure

QUESTIONS PRESENTED

1. Whether the absence of an express policy definition for "reside," together with Farshad's testimony regarding his intent and the undisputed circumstances, created a genuine issue of material fact concerning whether the property was his residence premises.
2. Whether Certain Underwriters was entitled to summary judgment declaring a lack of insurance coverage.

HOLDINGS

1. Because the policy did not explicitly define "reside" and Farshad presented evidence of his intent to retain the property as his residence and return to it, whether the property qualified as his residence was a genuine issue of material fact for the fact-finder.

KEY QUOTATIONS

> *"summary judgment declaring a lack of coverage under an insurance policy may not be rendered unless there is no reasonable interpretation of the policy, when applied to the undisputed material facts shown by the evidence supporting the motion, under which coverage could be afforded."* (2)

> *"The intention of a person to be a resident of a particular place is determined by his expressions at a time not suspicious, and his testimony, when called on, considered in the light of his conduct and the circumstances of his life."* (2)

FACTUAL BACKGROUND

Farshad owned property at 936 N. Rampart Street and insured it under a homeowner's policy issued by Certain Underwriters that was effective from April 25, 2021, through April 25, 2022. The policy covered the insured's "residence premises" but did not define "reside." In April 2021, Farshad leased the property to tenants for two years and was living elsewhere when Hurricane Ida damaged the property. Certain Underwriters denied the resulting claim on the ground that Farshad did not reside at the property at the time of loss, while Farshad testified that he intended to retain the property as his residence and return to it in the future.

PROCEDURAL HISTORY

Jeffrey Farshad sued Certain Underwriters after it denied his claim for Hurricane Ida damage to his property. Certain Underwriters moved for summary judgment, arguing that the policy did not provide coverage because Farshad did not reside at the property when the loss occurred. The Civil District Court for Orleans Parish denied the motion on January 29, 2026, and Certain Underwriters applied for supervisory writs.

DISPOSITION

writ_denied

CASES CITED

- Smith v. Our Lady of the Lake Hosp., Inc., 1993-2512, p. 27 (La. 7/5/94), 639 So. 2d 730, 751
- Schelmety v. Yamaha Motor Corp., USA, 50,586, p. 4 (La. App. 2 Cir. 4/13/16), 193 So. 3d 194, 197-98
- Davis ex rel. Zaire Ali Rose v. Pleasant, 2010-1383, p. 4 (La. App. 4 Cir. 6/15/11), 68 So. 3d 679, 682

INSTRUCTIONS FOR AN AI ASSISTANT