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

OPINION

JUDGE NAKISHA ERVIN-KNOTT, J.

JEFFREY FARSHAD * NO. 2026-C-0149 VERSUS * COURT OF APPEAL CERTAIN UNDERWRITERS * AT LLOYD'S, LONDON FOURTH CIRCUIT * STATE OF LOUISIANA ******* APPLICATION FOR WRITS DIRECTED TO CIVIL DISTRICT COURT, ORLEANS PARISH NO. 2023-09540, DIVISION “F-14” Honorable Jennifer M. Medley ****** Judge Nakisha Ervin-Knott ****** (Court composed of Judge Daniel L. Dysart, Judge Rosemary Ledet, Judge Nakisha Ervin-Knott) Matthew D. Monson John C. Henry Patricia C. Upton Rachel L. Flarity John D. Mineo, IV Lauren A. Lam Erin W. Berggren Kyle C. Matthias Rowan W. Stoehr Austin T. Welch THE MONSON LAW FIRM, LLC 5 Sanctuary Boulevard, Suite 101 Mandeville, Louisiana 70471 COUNSEL FOR RELATOR Sidney D. Torres, III Beau F. Camel Valerie L. Rodrigue LAW OFFICES OF SIDNEY D. TORRES, III 8301 West Judge Perez Drive, Suite 303 Chalmette, Louisiana 70043 COUNSEL FOR RESPONDENT WRIT DENIED March 27, 2026 NEK DLD RML Relator, Certain Underwriters at Lloyd’s, London (“Certain Underwriters), seeks supervisory review of the district court’s January 29, 2026 judgment denying its motion for summary judgment.

For the following reasons, we deny writ. This case arises from Certain Underwriters’ denial of Jeffrey Farshad’s (“Mr. Farshad”) insurance claim for damage his property sustained during Hurricane Ida. Mr. Farshad is the owner of the subject property located at 936 N. Rampart Street, and he obtained a homeowner’s insurance policy (the “Policy”) through Certain Underwriters.

The Policy was in effect from April 25, 2021 through April 25, 2022, and it provided insurance coverage for the insured’s “residence premises.” The Policy defines “residence premises” as the place where Mr. Farshad “reside[s]”; however, the Policy does not provide a definition for the term “reside.” At the time Hurricane Ida made landfall, Mr. Farshad was not living at the subject property.

In fact, in April 2021, he entered into a two -year lease agreement to rent the property to tenants, and Mr. Farshad was living at a different property 1 when Hurricane Ida came ashore. In light of this, Certain Underwriters denied Mr. Farshad’s insurance claim because he did not “reside” at the subject property when it sustained damage.

After Mr. Farshad filed suit, Certain Underwriters sought a summary judgment determination that Mr. Farshad was precluded from recovery under the terms of the Policy. However, the district court denied Certain Underwriters' request for summary judgment, and this writ application followed. "A motion for summary judgment shall be granted upon a showing that there is no genuine issue as to material fact and the mover is entitled to judgment as a matter of law." La. C.C.P. art. 966(A)(3).

A material fact is one that would matter on a trial on the merits, and any doubt regarding a material issue of fact must be resolved against the granting of the motion. Smith v. Our Lady of the Lake Hosp., Inc., 1993-2512, p. 27 (La. 7/5/94), 639 So. 2d 730, 751 (citation omitted).While the interpretation of an insurance contract can typically be resolved on summary judgment, "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." Schelmety v. Yamaha Motor Corp., USA, 50,586, p. 4 (La.

App. 2 Cir. 4/13/16), 193 So. 3d 194, 197-98 (citations omitted). Residency is a mixed question of law and fact that must be considered in light of all the facts in a particular case. See Davis ex rel. Zaire Ali Rose v. Pleasant, 2010-1383, p. 4 (La. App. 4 Cir. 6/15/11), 68 So. 3d 679, 682 (citations omitted). "The intention of a person to be a resident of a particular place 2 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." Id. (citation omitted).

In this case, we find the disputed Policy does not explicitly define the term "reside", creating a genuine issue of material fact that must be resolved against granting summary judgment. Ms. Farshad submitted his deposition testimony in opposition to the summary judgment motion, wherein he affirmed his intent to keep the subject property as his residence and return to it at some point in the future.

Given the above-cited jurisprudence, we find the issue of whether the subject property could be deemed as Mr. Farshad's residence is a determination for the fact-finder to consider after reviewing all the evidence at a trial on the merits.

Therefore, we deny writ. WRIT DENIED 3