

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

MICHEL REMY

CIVIL ACTION

VERSUS

CASE NO. 13-5666

**THE HARTFORD FIRE INSURANCE COMPANY,
et al.** **SECTION: “G”(2)**

ORDER

Before the Court is Defendant Hartford Insurance Company of the Midwest’s (“Hartford”) unopposed Motion for Summary Judgment,¹ which was filed on October 23, 2014 and set for submission on January 7, 2015. Pursuant to Local Rule 7.5, opposition to a motion must be filed eight days before the noticed submission date. Plaintiff Michel Remy (“Remy”) has filed no opposition at this time, and therefore the motion is deemed unopposed. District courts may grant unopposed motions for summary judgment provided that the court finds the motion to have merit.²

Remy filed the Complaint in this matter on August 28, 2013, wherein he alleges that Hartford breached its contract of insurance between the parties.³ Hartford is a Write Your Own (“WYO”) Program carrier participating in the United States Government’s National Flood Insurance Program (“NFIP”). Hartford issued Standard Flood Insurance Policy (“SFIP”) number 87046818302012 (“the Policy”) to Remy for property located at 210 Bedford Street, Laplace, Louisiana, with policy effective dates of August 19, 2012 to August 19, 2013.⁴ The policy limit was \$175,000, subject to

¹ Rec. Doc. 23.

² See *Braly v. Trail*, 254 F.3d 1082 (5th Cir. 2001).

³ Rec. Doc. 1 at ¶ 12.

⁴ Rec. Doc. 23-11 at ¶ 1.

a deductible of \$1,000.⁵

On or about August 29, 2012, Hurricane Isaac caused flood damage to the covered property.⁶ Thereafter, Remy submitted a claim to Hartford for the flood damage, and Hartford issued a building advance payment to Remy in the amount of \$15,000.⁷ On October 5, 2012, Remy executed a proof of loss, claiming \$55,127.91.⁸ On October 10, 2012, Hartford issued a building payment to Remy in the amount of \$40,127.91, for a total Hurricane Isaac building claim payment of \$55,127.91.⁹ Other than the October 5, 2012 proof of loss claiming \$55,127.91, Hartford has not received any other signed and sworn proofs of loss from Remy for any other amounts claimed pursuant to the SFIP.¹⁰ On March 19, 2013, the Federal Emergency Management Agency (“FEMA”) issued WYO Bulletin number 13014, which authorized an extension to SFIP policyholders of a total of 240 days from the date of loss to submit a signed and sworn proof of loss to a WYO Program carrier for a Hurricane Isaac flood loss claim.¹¹

In the pending motion, Hartford argues that summary judgment is appropriate because Remy failed to comply with Article VII(J)(4) of the SFIP, which requires that he submit to Hartford a complete, signed, and sworn proof of loss for the amounts sought in this lawsuit.¹² Hartford argues

⁵ *Id.*

⁶ *Id.* at ¶ 3.

⁷ *Id.* at ¶¶ 4–5.

⁸ *Id.* at ¶ 6.

⁹ *Id.* at ¶ 7.

¹⁰ *Id.* at ¶ 8.

¹¹ *Id.* at ¶ 9.

¹² Rec. Doc. 23-1 at p. 2.

that it is the insured's duty to file a proof of loss within sixty days after the loss or within any extension authorized by FEMA.¹³ Hartford states that it has already paid all amounts supported by a proof of loss, and that Remy did not submit a proof of loss for any additional amounts within the 240 day period authorized by FEMA in WYO Bulletin number 13014.¹⁴

Remy has filed no opposition to the pending motion, and so there are no material facts at issue here. Therefore, the Court finds Hartford's motion to have merit.

IT IS HEREBY ORDERED that Hartford's Motion for Summary Judgment¹⁵ is **GRANTED**.

NEW ORLEANS, LOUISIANA, this 22nd day of January, 2015.


NANNETTE JOLIVETTE BROWN
UNITED STATES DISTRICT JUDGE

¹³ *Id.* at pp. 9–10.

¹⁴ *Id.* at p. 10.

¹⁵ Rec. Doc. 23.