


SFIP in a timely manner.¹

The plaintiffs filed no opposition to this motion, and no evidence that a proof of loss as to any additional amounts has been provided. “Under FEMA regulations, strict adherence is required to all terms of the SFIP.” *Marseilles Homeowners Condominium Ass’n, Inc. v. Fidelity National Insurance Co.*, 542 F.3d 1053, 1058 (5th Cir. 2008), quoting *Forman v. FEMA*, 138 F.3d 543, 545 (5th Cir. 1998). Those requirements include filing a proof of loss in a timely manner.

Accordingly,

IT IS ORDERED that the motion for summary judgment filed by the defendant, State Farm Fire & Casualty Company is GRANTED. (Rec. Doc. 13).

New Orleans, Louisiana, this 17th day of May , 2010.


HELEN G. BERRIGAN
UNITED STATES DISTRICT JUDGE

¹ Article VII(J)(3) of the SFIP requires the policyholder to “[p]repare an inventory of damaged property, showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts, and related documents” in conjunction with the proof of loss. Article VII(J)(4) requires the proof of loss which provides certain specified information, including “specifications of damaged building and detailed repair estimates.” Article VII(R) precludes suit “unless you have complied with all the requirements of the policy.”