

JAMES LITTLES

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NO. 2001-CA-1822

VERSUS

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COURT OF APPEAL

**ITT LYNDON PROPERTY
INSURANCE COMPANY AND
STATE FARM ACCEPTANCE
CORPORATION OF
LOUISIANA, ET AL.**

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FOURTH CIRCUIT

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STATE OF LOUISIANA

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**APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 97-4514, DIVISION "C-6"
Honorable Roland L. Belsome, Judge**

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JOAN BERNARD ARMSTRONG

JUDGE

*** * * * ***

(Court composed of Judge Joan Bernard Armstrong, Judge Miriam G.
Waltzer and Judge Dennis R. Bagneris, Sr.)

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INC.,
DEFENADANT-APPELLEE

AFFIRMED.

The plaintiff sued his mortgage lender and his mortgage Lender's insurer. He alleged that the insurer made a payment to his lender, rather than to him, and that such payment was wrongful and damaged him. He also alleges that the insurance payment was inadequate. The trial court dismissed the action upon exceptions and a motion for summary judgment. As we find no error below, we affirm the judgment of the trial court.

The plaintiff, James Littles, owned a residential property in New Orleans. He borrowed \$6,817.92 from State Farm Acceptance Corporation and planned to use the money to renovate the property. State Farm received a mortgage on the property to secure that loan. State Farm obtained a \$7,000 property insurance policy on the property from ITT Lyndon Property Insurance Company, to protect its collateral. The policy named State Farm as the loss payee.

The Property was damaged in a storm on March 19, 1996. ITT Lyndon adjusted the loss and paid \$1,459.18 to State Farm. State Farm reduced the balance owed on Mr. Littles' loan by \$1,459.18.

Mr. Littles sued State Farm and ITT Lyndon. He alleged that ITT Lyndon should have paid the \$1,459.18 to him rather than to State Farm and that the \$1,459.18 was inadequate.

The defendants-appellees argue, and we agree, that the dispositive issue is as to insurance coverage. The ITT Lyndon policy contains a provision that there is no coverage when the property has been unoccupied for 60 days. In the proceedings below, it became apparent, and it is undisputed, that, at the time of the damage, the property had been unoccupied for more than 60 days. Thus, there was no insurance coverage and ITT Lyndon owed nothing. Therefore, because no insurance payment was owed at all, Mr. Littles cannot have any claim as to the failure to make the payment to him or as to the amount of the payment.

For the foregoing reasons, the judgment of the trial court is affirmed.

AFFIRMED.

