

The Umbehers say that Allstate breached by “fail[ing] and/or refus[ing] to pay adequate coverage as obligated under the terms of the Policy, and under the laws of the State of Texas.” They insist that they performed under the policy.

The majority of the Umbehers’ complaint is legal conclusions. They have pleaded no facts of: (a) what provision of the policy Allstate breached; (b) why the investigation was unreasonable; (c) why the estimate was inadequate; (d) why the denial was a breach; and (e) what amount they should have gotten under the policy.

The Umbehers do not even say when the storm damaged their home. Their complaint largely amounts to “some storm damaged our home in some way at some time, and we want money because we say so.” This is clearly inadequate to state a claim.

The Umbehers’ breach of contract claim will be dismissed.

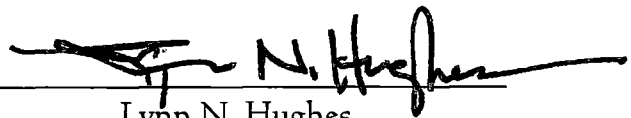
3. *Extra-Contractual Claims.*

Because they have not adequately pleaded a breach of the policy, the Umbehers’ extra-contractual claims for violating the Texas Insurance Code, violating the Texas Deceptive Trade Practices Act, and common-law bad faith also will be dismissed. These claims were lazily over-pleaded. The Umbehers give legal conclusions and statutory language but no facts for these claims. Merely listing legal conclusions is inadequate, and these extra-contractual claims will be dismissed.

4. *Conclusion.*

Kevin, Falthesa, and Daniel Umbehers’ claims against Allstate Vehicle and Property Insurance Company will be dismissed with prejudice.

Signed on August 2, 2021, at Houston, Texas.



Lynn N. Hughes
United States District Judge