NOT DESIGNATED FOR PUBLICATION

RENEE RANKINS AND UNION STANDARD INSURANCE COMPANY	*	**NO. 2001-CA-1886**
	*	**COURT OF APPEAL**
VERSUS	*	**FOURTH CIRCUIT**
MOIESHEY R. JENNINGS AND ALLSTATE INSURANCE COMPANY	*	**STATE OF LOUISIANA**
	*	
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CONSOLIDATED WITH:	**CONSOLIDATED WITH:**
STATE FARM FIRE & CASUALTY COMPANY	**NO. 2001-CA-1887**
VERSUS	
MOIESHEY R. JENNINGS, ALLSTATE INSURANCE COMPANY, AIYANA FRANCIS AND UNION STANDARD INSURANCE COMPANY	

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NOS. 2000-2040 C/W 2000-2237, DIVISION "N-8"
Honorable Ethel Simms Julien, Judge
* * * * * *

Judge Terri F. Love
* * * * * *

(Court composed of Judge Joan Bernard Armstrong, Judge Terri F. Love, Judge Max N. Tobias, Jr.)

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AFFIRMED

Union Standard Insurance Company (hereinafter "Union Standard"), appeals the judgment of the trial court that granted summary judgment to Allstate Insurance Company (hereinafter "Allstate"). The trial court found that the cancellation of policy notice Allstate sent to co-defendant Moieshey Jennings was valid.

FACTS AND PROCEDURAL HISTORY

This action arises out of a motor vehicle accident that occured on February 13, 1999. The accident involved a car collision between Moieshey Jennings and Aiyana Francis, the wife of Renee Rankins, which resulted in Aiyana Francis' vehicle being forced into a third car and ultimately the residence of Francine Collins. Renee Rankins and Union Standard brought

an action against Moieshey Jennings and Allstate for damages sustained in the collision. In the consolidated matter, State Farm Fire and Casualty Company brought an action against Aiyana Francis, Union Standard, Moieshey Jennings and Allstate for damages to the Collins' residence.

Allstate and Union Standard filed cross-motions for summary judgment. Allstate claimed that there was no issue of material fact as to its coverage of Moieshey Jennings as her policy was cancelled on January 7, 1999 for non-payment of premium. Union Standard argued that there existed no genuine issue of material fact as to the insurance coverage provided to Moieshey Jennings by Allstate because coverage was effective on the date of the accident, since the Notice of Cancellation of Allstate was deficient under the law. Allstate and Union Standard agreed to limit the argument in their motions to the sufficiency of the cancellation notice, and the parties assumed that the requirements of La. R.S. 22:636.1 were satisfied. On May 11, 2001, the trial court granted Allstate's motion for summary judgment. Union Standard's motion was denied. It is from this judgment that Union Standard takes the instant appeal.

DISCUSSION

Appellate courts review summary judgment de novo, using the same criteria applied by trial courts to determine whether summary judgment is

appropriate. *Independent Fire Ins. Co. v. Sunbeam Corp*., 99-2181, 99-2257 (La. 2/29/00), 755 So.2d 226,230.

The summary judgment procedure is designed to secure the just speedy, and inexpensive determination of actions. The procedure is favored and shall be construed to accomplish these ends. La. C.C.P. art. 966 (A) (2). A summary judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to material fact, and that the mover is entitled to judgment as a matter of law. La. C.C.P. art. 966 (B).

In its only assignment of error, Union Standard asserts that the trial court erred in finding that Allstate's notice of cancellation was valid.

The notice in question states at the top of the page in large print: AUTOMOBLIE CANCELLATION NOTICE. It also states on the notice in large print: AUTOMOBILE CANCELLATION NOTICE FOR NON-PAYMENT OF PREMIUM. The notice then gives the specific cancellation date and time. The language of the notice in pertinent part states:

> The insurance afforded under you policy will be cancelled if we do not receive the minimum amount due before the cancellation date and time of: 12:01 a.m. Standard Time, on January 7, 1999.

Union Standard asserts that the language above suggests that the notice

merely stated Allstate's intent to cancel. We disagree.

This Court in *Rachuba v. Hickerson*, 503 So.2d 570, 571-73 (La. App. 4 Cir. 1987), held that language similar to that above, which set out the date and time of cancellation but allowed the insured to prevent cancellation by payment before a certain date, complied with La. R.S. 22:636.1 in both its form and content.

Further, in *Gooden v. McMorris*, 588 So.2d 783, 785 (La. App. 4 Cir. 1991), this Court held that a notice's language authorizing the insured to save the policy by paying the balance due on the account did not contradict or confuse the fact that the notice clearly stated that it was a notice of cancellation for non-payment of premium.

Most recently, this Court in *Narcisse v. Evans*, 2001-1092 (La. App. 4 Cir. 1/16/02) ____ So.2d ____, 2002 WL ____, held that a similar notice to the one above that stated the time and date of cancellation if payment was not received by a specific date was an unambiguous and unequivocal notice of cancellation in compliance with La. R.S. 22:636.1.

Allstate's notice of cancellation was unambiguous. This was not a notice of mere intent. Moieshey Jennings was on clear notice that his policy would be cancelled on January 7, 1999 at 12:01 a.m., if payment was not received by that date. Allstate received no payment and, per the cancellation

notice, the policy was cancelled- more than a month before the instant accident occurred.

CONCLUSION

This cancellation notice was clear and unambiguous. For the foregoing reasons we find that the trial court did not err in granting Allstate's motion for summary judgment.

AFFIRME

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