

The Supreme Court of the State of Louisiana

DIANE MCKERNAN

No. 2021-C-00859

VS.

ABC INSURANCE COMPANY, AIG PROPERTY
CASUALTY COMPANY, BRAD BOURG [AND]
BOURG INSURANCE AGENCY, INC.

IN RE: Brad Bourg - Applicant Defendant; Bourg Insurance Agency, Inc. -
Applicant Defendant; Applying For Writ Of Certiorari, Parish of East Baton Rouge,
19th Judicial District Court Number(s) 658,181, Court of Appeal, First Circuit,
Number(s) 2020 CA 0519 C/W 2020 CA 0520;

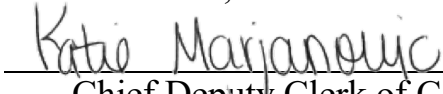
November 23, 2021

Writ application granted. See per curiam.

JTG
SJC
WJC
JBM
PDG

Hughes, J., would deny.
Weimer, C. J., recused.

Supreme Court of Louisiana
November 23, 2021



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2021-C-00859

DIANE MCKERNAN

VS.

**ABC INSURANCE COMPANY, AIG PROPERTY CASUALTY COMPANY,
BRAD BOURG AND BOURG INSURANCE AGENCY, INC.**

On Writ of Certiorari to the Court of Appeal, First Circuit, Parish of East Baton Rouge

PER CURIAM:

Writ granted. This court has held that it is the insured's obligation to read the policy when received, since the insured is deemed to know the policy contents. *Seruntine v. State Farm Fire & Cas. Co.*, 10-1108 (La. 9/3/10), 42 So.3d 968; *Isidore Newman School v. J. Everett Eaves, Inc.*, 09-2161, p. 12 (La. 7/6/10), 42 So.3d 352, 359. In this case, there are no facts under which Ms. McKernan's claims against Brad Bourg and Bourg Insurance Agency, Inc. are not preempted. The district court correctly noted that Ms. McKernan received a copy of the initial insurance policy in December 2008. Additionally, Ms. McKernan received copies of every yearly renewal policy covering her property through 2016. A simple review of the initial policy in 2008, as well as the numerous following renewal policies, would have revealed 250/100/250 flood coverage limits. Under these circumstances, Ms. McKernan knew or should have known of the flood policy limits in December 2008 when she received a copy of the initial policy. Moreover, even if we were to consider the most recent policy renewal date, which occurred in December 2015, plaintiff's claims would still be preempted because she did not file suit until May 2017—well beyond the one-year discovery date set forth in La. R.S. 9:5606. Accordingly, the

writ is granted. The judgment of the court of appeal is reversed, and the judgment of the district court sustaining the exception of peremption is reinstated.