

The Supreme Court of the State of Louisiana

WILTON AND SABENA CROCHET

No. 2023-C-00085

VS.

NICKS REFRIGERATION SALES AND
SERVICE, INC., UNITED FIRE & INDEMNITY
COMPANY AND NATIONWIDE GENERAL
INSURANCE COMPANY

IN RE: Wilton Crochet - Applicant Plaintiff; Sabena Crochet - Applicant Plaintiff;
Applying For Writ Of Certiorari, Parish of St. Mary, 16th Judicial District Court
Number(s) 133583, Court of Appeal, First Circuit, Number(s) 2022 CA 0134;

March 28, 2023

Writ application granted. See per curiam.

WJC
JLW
SJC
JTG
JBM
PDG

Hughes, J., dissents.

Supreme Court of Louisiana
March 28, 2023

Katio Marjanovic
Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2023-C-00085

WILTON AND SABENA CROCHET

VS.

**NICKS REFRIGERATION SALES AND SERVICE, INC., UNITED FIRE &
INDEMNITY COMPANY AND NATIONWIDE GENERAL INSURANCE
COMPANY**

On Writ of Certiorari to the Court of Appeal, First Circuit, Parish of St. Mary

Per Curiam

Reversed and remanded. Defendant, United Fire & Indemnity Company, is not entitled to judgment as a matter of law. While the insurance policy excludes coverage for “[f]aulty, inadequate or defective [d]esign, specifications, workmanship, repair, construction, renovation, remodeling, grading, [or] compaction,” it further provides that “[a]ny ensuing loss to property ... not excluded or excepted in this policy is covered.” Plaintiffs argue the damage at issue here was an “ensuing loss.” Summary judgment declaring a lack of coverage under an insurance policy may not be rendered unless there is no reasonable interpretation of the policy, when applied to the undisputed material facts shown by the evidence supporting the motion, under which coverage could be afforded. *Reynolds v. Select Properties, Ltd.*, 93-1480 (La. 4/11/94), 634 So.2d 1180, 1183. This standard is not met here. There are questions of fact as to whether any of the damages suffered by the plaintiffs constitute an “ensuing loss.” The denial of plaintiffs’ motion for partial summary judgment is affirmed. The grant of summary judgment in favor of United Fire & Indemnity Company is reversed. The matter is remanded to the trial court for further proceedings consistent with this opinion.