LILLIE CUMMINGS : NUMBER: 546,197-B

VERSUS : FIRST JUDICIAL DISTRICT COURT

JEFFREY BATCHLDER AND : CADDO PARISH, LOUISIANA

DIRECT GENERAL INSURANCE

COMPANY OF LOUISIANA

 **REASONS FOR JUDGMENT GRANTING**

 **DEFENDANT’S MOTION FOR SUMMARY JUDGMENT**

The Court has considered the Motion for Summary Judgment filed March 28, 2011 by Direct General Insurance Company of Louisiana (Direct) and its exhibits, including the Affidavit of Glenn Britt, the Notice of Cancellation and a properly authenticated copy of the Direct policy. The Court has also reviewed the following: (1) plaintiff’s opposition to the motion, filed on or about June 10, 2011; (2) plaintiff’s supplemental opposition (file date of October 17, 2011 but obviously received by Direct in early July 2011), including the Affidavit of Stuart Mason; (3) Direct’s response to plaintiff’s supplemental opposition, filed on or about October 12, 2011, including the Supplemental Affidavit of Glenn Britt. After thorough consideration of the summary judgment record, arguments of counsel, and for reasons which follow, the Court concludes that the motion should be granted.

LSA - R.S. 9:3550(G)(3)(a) provides in pertinent part:

(3)(a) Ten days after notice of cancellation has been mailed to the insured, or fourteen days when notice is sent from outside of this state, if the default has not been cured, the insurance premium finance company may thereafter effect cancellation of such insurance contract, or contracts, or endorsements by sending to the insurer, by depositing in the mail or with a private carrier, or via electronic mail, within five business days after the date of cancellation, except when the payment has been returned uncollected, a copy of the notice of cancellation together with a statement…

 In the supplemental affidavit of Stuart Mason, he states, “All documents mailed for DGFs by the company are mailed from within the state.” Furthermore, it is undisputed that the notice was mailed on May 18, 2009 (affidavits and copy of notice) and policy was cancelled on May 29, 2009. This fulfilled the statutorily imposed grace period of 10 days and the policy was legally canceled.

 After review of this summary judgment record, this Court concludes that the notice was mailed to the insured from within the State of Louisiana as required by R.S. 9:3550(G)(3)(a) and the cancellation was timely and legally effective in light of the applicable law. Accordingly, the Motion for Summary Judgment filed by Direct is granted.

Counsel shall submit a formal judgment in accordance with La. Dist. Ct. R. 9.4.

Signed this 26th day of October, 2011, in Shreveport, Caddo Parish, Louisiana.

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SCOTT J. CRICHTON

DISTRICT JUDGE

DISTRIBUTION:

H. Dean Lucius, Counsel for Lillie Cummings

Jay P. Adams, Counsel for Direct General Insurance Company of Louisiana