

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

**SINA DAVANI,**

**Plaintiff,**

**v.**

**TRAVELERS PERSONAL INSURANCE  
COMPANY and GEICO INSURANCE  
AGENCY, LLC**

**Defendants.**

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**CIVIL ACTION**

**No. 22-1244-KHV**

**SUPPLEMENT TO MEMORANDUM AND ORDER DATED OCTOBER 26, 2023**

Sina Davani filed suit against Travelers Personal Insurance Company and GEICO Insurance Agency, LLC, alleging breach of contract and negligence. This matter comes before the Court on the Motion For Summary Judgment by Defendant Travelers Personal Insurance Company (Doc. #69) filed August 11, 2023 and the Motion For Summary Judgment By Plaintiff Sina Davani (Doc. #71) filed August 11, 2023. In its Memorandum And Order (Doc. #86) filed October 26, 2023, the Court overruled plaintiff's motion and sustained Travelers' motion, finding that Travelers was entitled to summary judgment on plaintiff's claim of breach of contract. Specifically, the Court found that the homeowners policy that Travelers issued to plaintiff did not provide coverage for repairs to a dwelling at 7507 East 26<sup>th</sup> Court North in Wichita, Kansas because for more than 60 days, plaintiff had not commenced residency at the property. As a result, plaintiff was not entitled to coverage under the Property Coverage A – Dwelling section. See Travelers Policy (Doc. #70-3) at 12, 15.

In so holding, the Court failed to explicitly address plaintiff's remaining damage claims that Travelers is liable for the damage to his personal property and loss of use of the dwelling. See

Pretrial Order (Doc. #65) filed August 2, 2023. The Court now addresses these claims.

As a condition to coverage under the policy, the insured has a “Duty To Cooperate And Inform” and must “inform [Travelers] of any change in title, use or occupancy of the ‘residence premises.’” Travelers Policy (Doc. #70-3) at 12; see also id. at 11–12 (definition of “residence premises”). In its Memorandum And Order (Doc. #86) at 12, the Court interpreted the term “residence premises” in the Property Coverage A – Dwelling section to mean that Travelers was entitled to deny coverage when the insured failed to commence residency at the insured premises for more than 60 days.

The policy provides coverage for personal property under the sections titled Property Coverage C – Personal Property and Perils Insured Against Property Coverage C – Personal Property. See Travelers Policy (Doc. #70-3) at 17–21. It also covers loss of use of the dwelling under the section titled Property Coverage D – Loss Of Use. See id. at 20–21. These sections each use the term “residence premises.” Id. at 17–18, 20. Specifically, the Perils Insured Against Property Coverage C – Personal Property section states that the policy covers damage to personal property resulting from overflow of water within a plumbing system on the “residence premises.” Id. at 20. The Property Coverage D – Loss Of Use section states that the policy covers loss of use expenses “[i]f a loss covered under the Property Coverage Section makes that part of the ‘residence premises’ where you reside not fit to live in.” Id.

The parties do not dispute that Davani never lived at the property. Also, in violation of the “Duty To Cooperate And Inform” condition to coverage, he did not contact Travelers to advise it that he was not living there. Travelers is therefore entitled to summary judgment on plaintiff’s claims for personal property and loss of use. See Memorandum And Order (Doc. #86) at 4, 12; Travelers Policy (Doc. #70-3) at 12, 17–21.

**IT IS THEREFORE ORDERED** that Plaintiff's Motion For Summary Judgment (Doc. #71) filed August 11, 2023 is **OVERRULED** with respect to the claims for personal property and loss of use.

**IT IS FURTHER ORDERED** that Defendant Travelers Personal Insurance Company's Motion For Summary Judgment (Doc. #69) filed August 11, 2023 is **SUSTAINED** with respect to the claims for personal property and loss of use.

Dated this 1st day of February, 2024 at Kansas City, Kansas.

s/ Kathryn H. Vratil  
KATHRYN H. VRATIL  
United States District Judge