

**ENTERED**

November 13, 2025

Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

RAFAEL TREVINO,

Plaintiff,

VS.

NEXT INSURANCE US COMPANY,

Defendant.

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CIVIL ACTION NO. 4:25-CV-01356

**MEMORANDUM AND ORDER****I. INTRODUCTION**

Before the Court is the defendant's, Next Insurance US Company, motion for summary judgment [DE 9]. The plaintiff, Rafael Trevino filed a response [DE 15] and the matters, being fully briefed, is before the Court. The Court has reviewed the documents filed, the Exhibits and Attachments in this removed case, and the applicable law and determines that the defendant's motion for summary judgment should be granted.

**II. FACTUAL BACKGROUND**

The plaintiff purchased Commercial Property Policy No. [NXTY7W3T3X-02-CP] covering the period October 25, 2023 to October 25, 2024. The plaintiff lists his mailing address on the Policy as 13939 Renault Apartment 6, Houston, Texas 77015. The Policy described the plaintiff's business for which the Policy was issued as "Property Manager." The Policy does not further describe the insured's business.

On May 16, 2024, a severe windstorm "hit" the Houston area causing substantial damage throughout the community. According to the plaintiff, the high winds caused a tree to fall onto the roof of his apartment (premises) resulting in significant damage to the roof and the interior of

the premises. A first claim was filed May 20, 2024. On July 11, 2024, the plaintiff filed a second or supplemental claim with the defendant seeking coverage of his losses. The defendant issued a denial letter concerning the May 20, 2024, claim the same day it was received. The July 11, claim of loss was denied on July 25, 2024. In both denials, the plaintiff was informed that his Policy did not provide coverage for the losses that he claimed.

In his response to the defendant's motion for summary judgment, the plaintiff lists the following losses and asserts his arguments that the losses are covered by the Policy:

- The Master Bedroom suffered at least \$5,376.30 in damages, including damage to contents, interior drywall, sealing, paint, and baseboards.
- The Hall Closet suffered \$1,344.30 in damages, including damage to painting, vinyl tile, light fixtures, baseboards, and doors.
- The Bathroom Closet suffered \$1,220.87 in damages, including damage to painting, vinyl tile, light fixtures, baseboards, and doors.
- The Hot Water Heater and its interior housing suffered \$1,088.92 in damages, including painting, vinyl tile, light fixtures, baseboards, and doors.
- The Bathroom suffered \$4,754.03 in damages, including damage to painting, bathtub and bathroom tile, light fixtures, and baseboards.
- The Second Bedroom (Bedroom 2) suffered \$5,171.20 in damages, including damages to contents, insulation, windowsill, walls, ceiling, a HVAC register, and vinyl tile.
- The Hallway suffered \$1,920.26 in damages, including damages to drywall, ceiling, paint, and vinyl tile.
- The Living Room suffered \$4,9624.21 in damages, including damages to drywall, a windowsill, and vinyl tile.
- The Kitchen and Dining Room suffered \$4,955.28 in damages, including damages to drywall, ceiling paint, a windowsill, and vinyl tile.
- The Second Bedroom Closet suffered \$1,956.59 in damages, including damages to a light fixture, folding door, and vinyl tile.

### III. THE POLICY COVERAGE LANGUAGE

The plaintiff purchased a policy that covered business property at his premises. The relevant Policy language concerning covered property states:

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described in Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2.

[Property Not Covered]

- a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:
  - (1) Completed additions;
  - (2) Fixtures, including outdoor fixtures;
  - (3) Permanently installed:
    - (a) Machinery; and
    - (b) Equipment;
  - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
  - (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
    - (a) Fire extinguishing equipment;
    - (b) Outdoor furniture;
    - (c) Floor coverings; and
    - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - (6) If not covered by other insurance:
    - (a) Additions under construction, alterations and repairs to the buildings or structures;
    - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

## [Business Property Covered]

- b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:
- (1) Property you own that is used in your business;
  - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
  - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions;
  - (4) Made a part of the building or structure you occupy but do not own; and
  - (5) You acquired or made at your expense but cannot legally remove;
  - (6) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and
  - (7) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building Property. The glass must be owned by you or in your care, custody or control.

#### IV. LEGAL STANDARDS AND CONTROLLING LAW

##### A. *Summary Judgment Standard*

Rule 56 of the Federal Rules of Civil Procedure authorizes summary judgment against a party who fails to make a sufficient showing of the existence of an element essential to the party's case and on which that party bears the burden at trial. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986); *Little v. Liquid Air Corp.*, 37 F.3d 1069, 1075 (5th Cir. 1994) (*en banc*). The movant bears the initial burden of "informing the Court of the basis of its motion" and identifying those portions of the record "which it believes demonstrate the absence of a genuine issue of material fact." *Celotex*, 477 U.S. at 323; *see also Martinez v. Schlumberger, Ltd.*, 338 F.3d 407, 411 (5th Cir. 2003). Summary judgment is appropriate where "the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c).

“A fact is material only if its resolution would affect the outcome of the action, . . . and an issue is genuine only ‘if the evidence is sufficient for a reasonable jury to return a verdict for the [nonmovant].’” *Wiley v. State Farm Fire and Cas. Co.*, 585 F.3d 206, 210 (5th Cir. 2009) (internal citations omitted). When determining whether a genuine issue of material fact has been established, a reviewing court is required to construe “all facts and inferences . . . in the light most favorable to the [nonmovant].” *Boudreaux v. Swift Transp. Co., Inc.*, 402 F.3d 536, 540 (5th Cir. 2005) (citing *Armstrong v. Am. Home Shield Corp.*, 333 F.3d 566, 568 (5th Cir. 2003)). Likewise, all “factual controversies [are to be resolved] in favor of the [nonmovant], but only where there is an actual controversy, that is, when both parties have submitted evidence of contradictory facts.” *Boudreaux*, 402 F.3d at 540 (citing *Little*, 37 F.3d at 1075 (emphasis omitted)). In sum, “[t]he appropriate inquiry [on summary judgment] is ‘whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.’” *Septimus v. Univ. of Hous.*, 399 F.3d 601, 609 (5th Cir. 2005) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251–52, (1986)).

### ***B. Contract Interpretation***

The dispute between the parties calls for the Court to review the terms of coverage of the Contract of insurance and determine whether the contract provides coverage for the claim(s) made by the plaintiff. In a case claiming breach of an insurance contract under Texas law, the plaintiff must show coverage, that the contract was breached, that the insured was damaged by the breach, and the amount of resulting damages. *Metro Hosp. Partners, Ltd. V. Lexington Ins. Co.*, 84 F. Supp. 3d 553, 569-70 (S.D. Tex. 2015) (citing *Block v. Employers Cas. Co.*, 723 S.W.2d 173, 178 (Tex. App.—San Antonio 1986), *aff’d* 744 S.W.2d 940 (Tex. 1988)).

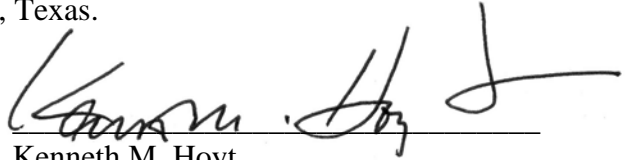
**V. CONCLUSION**

The Court is of the opinion that the defendant has met its summary judgment burden by showing that the policy does not cover the plaintiff's apartment unit. The policy of insurance covers additions made to the unit that are for business purposes and for other business or personal property that is used in the plaintiff's business.

The claims presented by the plaintiff shows that no loss occurred or was claimed for property covered by the policy. Therefore, the defendant is entitled to summary judgment.

It is so ORDERED.

SIGNED on November 13, 2025, at Houston, Texas.

  
Kenneth M. Hoyt  
United States District Judge