

**Commonwealth Of Kentucky**

**Court of Appeals**

NO. 2002-CA-000367-MR

JAMES WATSON WEBB

APPELLANT

v. APPEAL FROM LETCHER CIRCUIT COURT  
HONORABLE CHARLES E. LOWE, JR., JUDGE  
ACTION NO. 93-CI-00318

KENTUCKY FARM BUREAU MUTUAL  
INSURANCE COMPANY

APPELLEE

OPINION

AFFIRMING

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BEFORE: BUCKINGHAM, DYCHE, AND JOHNSON, JUDGES.

DYCHE, JUDGE. The uncontroverted facts are these: Appellant James Watson Webb, son of Watson C. Webb, made application with appellee, Kentucky Farm Bureau Mutual Insurance Company, for a homeowner's policy of insurance. The property sought to be covered by the policy was owned by his father, but Webb informed John Swisher, the Farm Bureau agent, that upon his father's death, he would be the sole owner; he certified this fact to the

agent in order for the policy to be issued. The policy was issued in the amount of \$50,000 coverage for the dwelling and \$25,000 for personal property/contents.

Watson Webb died, and his will left the property to James and his brother Nelson Robinette Webb, in equal parts, share and share alike. James maintained the coverage on the property, and on October 17, 1992, the dwelling was destroyed by fire. James made a claim under the policy; Farm Bureau paid him the full amount under the personal property/contents part of the policy, but offered only one-half of the loss (determined to be \$42,500), as his insurable interest in the property was only one-half.

James initiated this action to recover what he deemed to be his full loss under the policy. The facts not being in dispute, both parties moved the court for summary judgment, with supporting memoranda. The trial court granted Farm Bureau's motion, and this appeal followed. We affirm.

The applicable policy provision states,

1. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

(a) to the insured for more than the amount of the insured's interest at the time of loss; or

(b) for more than the applicable limit of liability.

Webb's argument that he should recover for the full amount of the loss flies in the face of the policy language.

"A fire insurance policy insures an 'interest in' property, not the property itself." *Allstate Insurance Company v. Kentucky Central Insurance Company*, Ky. App., 700 S.W.2d 76, 77 (1985). In this particular case, Webb's interest insured was one-half, no more, no less. That is what he should recover. His argument that Farm Bureau should have affirmatively inquired about the ownership following his father's death is unavailing, as are the cases he cites. The controversy is governed by the policy alone.

The judgment of the Letcher Circuit Court is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:

James D. Holliday  
Hazard, Kentucky

BRIEF FOR APPELLEE:

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