

NOT DESIGNATED FOR PUBLICATION

No.123,728

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

DANA YOUNGMAN, et al.,
Appellants,

v.

SAFECO INSURANCE COMPANY OF AMERICA,
Appellee.

MEMORANDUM OPINION

Appeal from Thomas District Court; KEVIN BERENS, judge. Opinion filed September 17, 2021.
Affirmed.

Jon R. Clayton, of Overland Park, for appellant.

Bruce A Moothart, of Seyferth Blumenthal & Harris LLC, of Kansas City, Missouri, for appellee.

Before ATCHESON P.J., BRUNS and ISHERWOOD, JJ.

PER CURIAM: On cross motions for summary judgment, the Thomas County District Court held that the policy Defendant Safeco Insurance Company of America issued the plaintiffs for a house they owned and rented out did not cover an act of vandalism because the property had been vacant for an extended period of time. The parties agree the material facts are undisputed and the coverage issue turns on several interlocking provisions of the policy. We apply the same standards as the district court in reviewing summary judgment and owe no particular deference to the district court's analysis of the policy language. See *Hernandez v. Pistotnik*, 58 Kan. App. 2d 501, 505, 472 P.3d 110 (2020).

Having reviewed the record, the district court's written order granting summary judgment to Safeco, and the parties' appellate briefs, we find no substantive error in the order and conclude it adequately sets forth the controlling facts and legal principles explaining the decision. We, therefore, affirm under Supreme Court Rule 7.042(b)(5) (2020 Kan. S. Ct. R. 48).