Editor's note: opinion released April 25, 2000

SUPREME COURT OF LOUISIANA

No. 99-C-2610

JULES ETIENNE, SR.

VERSUS

NATIONAL AUTOMOTIVE INSURANCE COMPANY, ET AL.

KNOLL, Justice, dissenting.

I respectfully dissent from the majority's opinion. An insurance policy is a contract between the parties and should be construed using general rules of construction of contracts provided in the Code. *Lewis v. Hamilton*, 94-2204 (La. 4/10/95), 652 So. 2d 1327. The interpretation of a contract is the determination of the common intent of the parties. Courts must give the words of a contract their generally prevailing meaning. When the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the intent of the parties. LA. CIV. CODE arts. 2045-2047. However, if ambiguity remains after applying our general rules of construction, ambiguous provisions are to be construed against the insurer who issued the policy and in favor of the insured. *Crabtree v. State Farm Ins. Co.*, 93-0509 (La. 2/28/94), 632 So. 2d 736. I agree that the policy excludes, as an insured, an employee if the covered auto is owned by the employee. It does not, however, exclude the employee's car as a covered auto. Thus, a separate and distinct question remains whether the policy provides coverage for the vicarious liability to the Morrow law firm. This is a conceptional distinction that the majority opinion fails to remedy. In my view, the policy creates an ambiguity as to whether American Indemnity's Commercial Auto policy provides coverage for the vicarious liability to the Morrow law firm when comparing Section II(A), Section II(1)(a), and Section II(1)(b)(2). As such, I would hold that the timely suit filed against American interrupted the running of prescription against the law firm.