

2/21/01

**SUPREME COURT OF LOUISIANA**

**00-C-1693**

**HERMAN WILLIAMS and EISIBE WILLIAMS**

**versus**

**US AGENCIES CASUALTY INSURANCE COMPANY, INC. ET AL**

**ON WRIT OF CERTIORARI TO THE COURT OF APPEAL  
FIFTH CIRCUIT, STATE OF LOUISIANA**

**TRAYLOR, J., dissenting**

The majority's decision ignores the plain language of the statute which specifies that "any named person" can be excluded from liability coverage under subsection L. When a law is clear and unambiguous and its application does not lead to absurd consequences, it shall be applied as written and no further interpretation may be made in search of legislative intent. La. Civ. Code art. 9; *Cat's Meow, Inc. v. City of New Orleans Through Dept. of Fin.*, 98-0601, p. 15 (La. 10/20/98), 720 So.2d 1186, 1198.

The full quote from the Fifth Circuit's opinion in *Smyre* discussed the valid reasons that the owner of a vehicle may wish to exclude himself from coverage:

We can foresee many instances in which a person may need to purchase a vehicle for the use of others in his/her household, but cannot for some reason of health or law obtain a driver's license or otherwise operate the vehicle. *The person should not be required to pay premiums to cover his/her driving when he/she cannot drive, nor should the insurance company be forced to cover an illegal or incapable driver.* It is unfortunate that in this case the owner of the vehicle and named insured allegedly violated the law by driving without a license and without insurance covering him and then became involved in an accident. *However, his conduct cannot be used to infringe on the rights of other responsible persons whose circumstances may require them to exclude themselves from insurance coverage, or the right of insurers to exclude illegal drivers.*

*Smyre v. Progressive Security Insurance Company*, 726 So. 2d 984, 986 (La.

App. 5 Cir. 1998) (emphasis added). There is no difference between a person who

has no insurance in the first place, and one who has no coverage by excluding himself from a liability policy - both are illegally choosing to drive without liability coverage. Louisiana's comprehensive insurance coverage scheme specifies UM coverage to cover the gap created by the motorist who chooses to drive without insurance. Because the interpretation of subsection L to include exclusion of the owner of the vehicle does not lead to absurd consequences, I respectfully dissent.