

SUPREME COURT OF LOUISIANA

98-CC-2865

WILLIAM TAYLOR AND GEORGETTE TAYLOR

Versus

**W. DAVID ROWELL, BENNIE L. MATTHEWS, STATE FARM
MUTUAL AUTOMOBILE INSURANCE COMPANY AND
AUDUBON INSURANCE GROUP**

**ON SUPERVISORY WRITS TO THE COURT OF APPEAL,
FIRST CIRCUIT, PARISH OF EAST BATON ROUGH**

KNOLL, Justice, dissenting

The purpose of the Compulsory Motor Vehicle Liability Security Law, embodied in La. R.S. 32:861 et seq., is to protect innocent accident victims. *Hearty v. Harris*, 574 So.2d 1234, 1244 (La.1991) (Dennis, J., dissenting). Similarly, the purpose of La.R.S. 22:1406, or UM legislation, is “to promote full recovery for innocent automobile accident victims by making uninsured motorist coverage available for their benefit.” *Tugwell v. State Farm Ins. Co.*, 609 So.2d 195, 197 (La.1992). Ownership of an automobile mandates insurance coverage of at least the statutory minimum and the requisite UM protection or statutory waiver. There is no such imposition of coverage on operators of vehicles leased from a self-insurer, however, because operator/lessees are not required to own vehicles. *Hearty v. Harris*, 574 So.2d 1234 (La.1991). Therefore, operator/lessees who do not own their own vehicles provide insurance protection to themselves and others only to the extent provided by, in this case, the self-insured lessor.

The majority concludes that unilateral rejection of UM coverage by the self-insurer does not comport with the statutory provisions regarding waiver of UM coverage for the operator/lessee, yet declines to extend UM protection to the injured guest passengers of an authorized driver. To the extent that operator/lessees are not

required to own vehicles, declining to extend UM protection to guest passengers when there has been no valid waiver of UM protection in my view circumvents the UM requirements of La.R.S. 22:1406(D). The purpose of the statute is to protect all members of the motoring public. *Martin v. Champion Ins. Co.*, 95-0030 (La. 6/30/95), 656 So.2d 991, 994 (“The purpose of this statute is to promote full recovery for innocent accident victims by making UM coverage available for their benefit.”); *Cangelosi v. Allstate Ins. Co.*, 96 0159 (La.App. 1 Cir. 9/27/96), 680 So.2d 1358, 1360, *writ denied*, 96-2568 (La.12/13/96), 692 So.2d 375 (“The purpose of the UM statute is to promote the recovery of damages for innocent victims of automobile accidents when the tortfeasor is either uninsured or underinsured.”); *Mixon v. Progressive Specialty Co.*, 29,698 (La.App. 2 Cir. 6/18/97), 697 So.2d 662, 664; *McCoy v. State Farm Mut. Auto. Ins. Co.*, 95-689 (La.App. 3 Cir. 11/2/95), 664 So.2d 572; *Quittem v. National Car Rental Systems, Inc.*, 582 So.2d 1337(La.App. 4 Cir. 1991); *Herman v. Rome*, 95-666 (La.App. 5 Cir. 1/17/96), 668 So.2d 1202.

The majority’s decision to extend UM coverage to a non-owner lessee but to exclude from UM protection the guest passengers is arbitrary and without rationale. The result flies in the face of the statutory purpose. For these reasons, I respectfully dissent.