

WHO IS COVERED TO DRIVE UNDER YOUR AUTOMOBILE POLICY?

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Under Louisiana law, it is mandatory to have insurance on your vehicle unless it is inoperable. La. Rev. Statute 32:900 also provides that the insurance must insure the person as well as any other driver who has the *express or implied* consent of the insured. It is very important to read your automobile insurance policy upon receipt as each policy is different and your policy may contain a clause which excludes certain drivers from driving your vehicle.

CASE ONE

Ms. Mom, the named insured on the vehicle, allowed her son to drive her vehicle. Although she never gave permission, she was aware that their son allowed others to drive the car. Her son loaned the vehicle to Friend to go to the store. Friend let Buddy drive the vehicle, and Friend was a passenger. Buddy was involved in an automobile accident while driving the car. The insurance company claimed that Buddy was not an insured driver under the policy.

In this case, a court found that although Ms. Mom never gave permission, she impliedly consented to Friend's use of the car by making no protests. It was further found that since the son loaned the vehicle to others, Buddy could reasonably believe that he had permission to use the car. The insurance policy in this case provided "reasonable belief" as the standard regarding a determination of permission.

CASE TWO

John planned to go to a party in Metairie with Sue, however, his car was not working. John asked his friend Bill if he could borrow his car for the date. Bill loaned him the car only if he would return it before midnight. Bill picked up Sue along with another couple, Jan & Tom, for an evening out. However, the party in Metairie was cancelled so they went to another party in LaPlace. Jan had to be home early so Tom took Bill's car to take her home. While returning to the party Tom was in an accident.

The question became whether Bill's insurance covered this driver. The court found that Bill as the owner of the vehicle was not responsible for the plaintiff's damages. Although John went to LaPlace instead of Metairie, the court felt he had permission to drive the vehicle. *The problem came in when John loaned the vehicle to Tom. The court felt that the permission did not extend to Tom since there was no evidence that Bill even knew Tom.* The court found there was a distinct difference in changing a route and changing a driver. However, consider the fact that Bill knew that John was on a double date. Couldn't it be reasonable to believe that the other boy might drive the car?

If you do not want your children's friends driving your vehicle, you must clearly express your restrictions. If your children violate your restrictions, make it very clear that a violation has occurred and that you have not given implied consent. *A general rule is that the child of the named insured cannot violate express restrictions of the insured by allowing another to use the vehicle.*

Be warned from the above cases. Read your insurance policy to see who is a covered driver under the policy.

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