

(Publication page references are not available for this document.)

Supreme Court of Louisiana.
Terrance TUNSTALL
v.
Elvin STIERWALD and Travelers **Insurance** Company.
No. 2001-C-1765.
Feb. 26, 2002.

Automobile accident victim brought action against tort-feasor and his alleged liability **insurer**. A different **insurer** answered the complaint and admitted coverage. The District Court, Parish of Orleans, entered judgment against entity formed from combining **insurers'** names, but amended it as judgment against both **insurers**. **Insurers** appealed. The Court of Appeal, [796 So.2d 937](#), affirmed in unpublished opinion. Certiorari was granted. The Supreme Court, Traylor, J., held that: (1) the amended judgment was improper on the court's own motion; (2) revising the original judgment was the proper remedy; (3) policy booklet and declarations page satisfied **insurer's** burden to establish its policy limits; and (4) the **insurer** was not liable for a judgment exceeding the policy limits absent a finding of bad faith.

Reversed and rendered.

(Publication page references are not available for this document.)

Supreme Court of Louisiana.
Michael E. ROBINSON

v.

Carolyn S. HEARD, Imperial Adjustment Corporation, and Interstate Fire and
Casualty **Insurance** Company.

No. 2001-C-1697.

Feb. 26, 2002.

Business owner who was injured in accident while driving his personal vehicle brought action against commercial **automobile insurer** that covered owner's work vehicle, seeking uninsured/underinsured motorist (UM/UIM) benefits. The Nineteenth Judicial District Court, No. 452,730, Parish of East Baton Rouge, Robert D. Downing, J., granted summary judgment for **insurer**, and business owner appealed. The Court of Appeal, [800 So.2d 894](#), reversed and remanded. **Insurer** filed application for writ of certiorari. The Supreme Court, Weimer, J., held that owner's personal vehicle did not qualify as a temporary substitute **automobile** under clause in commercial **automobile** policy allowing for coverage of a temporary vehicle not owned by **insured**.

Reversed.

Johnson, J., dissented and filed opinion.