

**SUPREME COURT OF LOUISIANA**

NO. 96-C-1382

**GARY L. VALENTINE**

**VERSUS**

**BONNEVILLE INSURANCE COMPANY, ET AL**

**JOHNSON, J., DISSENTING.**

Gary L. Valentine, a Deputy Sheriff with the Webster Parish Sheriff's Office was assisting with a DWI arrest on the evening of March 6, 1991, when he stepped from his vehicle to direct traffic. Clearly, he was within the course and scope of his employment while securing traffic.

Commercial Union Insurance Company urges us to hold that the policy of insurance issued to the Webster Parish Sheriff's Department did not include Deputy Valentine as an insured because under the facts of this case, he was not a named insured under the policy and he was not "occupying" a covered vehicle.

I agree with the reasoning of the appellate court that "Webster Parish Sheriff's Department easily and logically encompasses an identifiable group of persons, including sheriff's deputies; had only the sheriff himself been intended, the policy could have so stated." Valentine v. Bonneville Insurance Company, 672 So. 2d 461, 464 (La. App. 2d Cir. 1996)

I would affirm the judgment of the trial court and appellate court, and deny the Motion for Summary Judgment.



