

The Supreme Court of the State of Louisiana

**SAFEWAY INSURANCE COMPANY OF
LOUISIANA**

No. 2021-C-01382

VS.

**GOVERNMENT EMPLOYEES INSURANCE
COMPANY**

IN RE: GEICO-Government Employees Insurance Company - Applicant
Defendant; Applying For Writ Of Certiorari, Parish of Bienville, 2nd Judicial
District Court Number(s) 45-160, Court of Appeal, Second Circuit, Number(s)
54,087-CA;

December 21, 2021

Writ application granted. See per curiam.

JBM

JLW

JDH

SJC

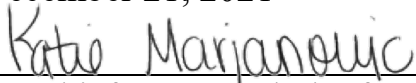
JTG

WJC

PDG

Supreme Court of Louisiana

December 21, 2021



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2021-C-01382

SAFEWAY INSURANCE COMPANY OF LOUISIANA

VS.

GOVERNMENT EMPLOYEES INSURANCE COMPANY

On Writ of Certiorari to the Court of Appeal, Second Circuit, Parish of Bienville

PER CURIAM:

Writ Granted. We remand this matter to the court of appeal for a decision on the merits of the motion for summary judgment at issue. Louisiana Code of Civil Procedure article 966(F) provides, “A summary judgment may be rendered or affirmed only as to those issues set forth in the motion under consideration by the court at that time.” Additionally, the 2015 comments to Article 966 state, “Paragraph F makes clear that, in deciding a motion for summary judgment, a court can consider only the issues raised in the motion or opposition filed by the parties. The court cannot rule on issues not raised by the parties.”

Government Employees Insurance Company alleged the vehicle at issue in this matter was “non-owned,” per its policy provisions. Under the summary judgment procedure, the burden then shifted to Safeway Insurance Company of Louisiana to present evidence rebutting that factual allegation, which it failed to do. Thus, the vehicle’s classification was not a genuine issue of material fact. Moreover, neither party argued the classification of the vehicle as a “temporary substitute vehicle,” and in fact, Safeway Insurance Company of Louisiana even conceded to this Court that it did not pursue such an argument as it had strategically abandoned such argument. Thus, the sole matter for the court of appeal to consider was whether the “non-owned” vehicle was afforded primary coverage under the Government

Employees Insurance Company policy, primary coverage under the Safeway Insurance Company of Louisiana policy, or jointly under both policies.

Accordingly, we remand for the court of appeal to address only the issues raised in the motion and opposition filed by the parties.

WRIT GRANTED; COURT OF APPEAL RULING VACATED; AND REMANDED.