Donelon (HB 800) **Act No. 368**

Existing law allows the insurer by written agreement with the insured to exclude from automobile liability coverage any named person (driver) who resides in the same household as the named insured (owner).

New law also allows the named insured (owner) to exclude him or herself and his or her spouse by written agreement from the automobile liability policy.

Prior law required that an excluded driver be a resident of the household of the named insured. New law provides that the excluded driver be a resident of the household only at the time the agreement is executed and that the exclusion remains effective, regardless of whether the driver continues as a resident.

New law provides that it is not necessary for the excluded person to execute (sign) the written agreement.

New law provides that the written agreement to exclude is valid for the life of the policy and a new driver exclusion form is not required for renewal or reinstatement of the policy.

New law legislatively overrules the case of *Williams v. US Agencies Casualty Insurance Company*, which held that the named insured could not be excluded from an automobile liability policy.

Effective August 15, 2001.

(Amends R.S. 32:900(L))