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Bossier Plaza Assocs. v. Nat'l Union Fire Ins. Co. of Pittsburgh 813 So.2d 1114 (La. Ct. App. 2002)

The only way to know for certain what an insurance policy covers is to read the policy. In this case, the lessee leased space in a mall from the lessor and was required pursuant to the terms of the lease: (a) to obtain comprehensive general liability insurance for injuries that occur on the leased premises; (b) to name the lessor as an additional insured on such policy; and (c) to indemnify and defend the lessor from and against all claims and/or liability resulting from the lessee's use of the leased premises. The lessee obtained this insurance coverage from National Union.

When the lessee's employee slipped and fell on an icy sidewalk outside the mall, the employee sued and named the lessor as a party to the suit. National Union refused to defend the lessor as an additional named insured, claiming that the policy did not provide liability coverage for this type of accident. When the lessor sued National Union to enforce the policy, the trial court dismissed the lessor's claim and this appeal followed. On appeal, the Court found for National Union, noting that language in the insurance policy expressly limited coverage for the lessor, an additional named insured, to liability arising out of the lessee's use of the leased premises. In the instant case, the accident occurred on the mall's outside sidewalk, which was not part of the lessee's leased premises. Therefore, the insurance policy unambiguously excluded coverage for this particular accident and National Union did not have an obligation to defend the lessor.



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