NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2007 CA 0481

DONNEL FAUCHEUX AND PATRICIA RICHARD

VERSUS

ALLSTATE INSURANCE COMPANY, SHARON CRAIN ON BEHALF OF HER MINOR CHILD, KRISTONNIE CRAIN AND SAFECO INSURANCE COMPANY OF ILLINOIS

Judgment rendered: FEB 20 2008

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On Appeal from the 21st Judicial District Court
Parish of Livingston, State of Louisiana
Number 94758; Division D
The Honorable M. Douglas Hughes, Judge Presiding

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BEFORE: PARRO, KUHN AND DOWNING, JJ.

Parro, J., concurs and assigns reasons.

Kuhn, J. concurs & assigns reasons

DOWNING, J.

This appeal arises from the trial court's determination that Donnel Faucheux's uninsured/underinsured motorist (UM) insurance did not cover her while driving her roommate's car due to a policy exclusion. The UM exclusion states, "[t]his policy does not apply ... [t]o any automobile ... owned by or furnished for the regular use of the named insured or a resident of the household and not described on the declarations." The trial court rendered judgment in favor of the insurer. Ms. Faucheux appealed. For the following reasons we reverse the trial court judgment, render and remand.

FACTS AND PROCEDURAL HISTORY

Ms. Faucheux lived with her friend, Patricia Richard, in Ms. Richard's home[1] while she attended college. On January 21, 2001, the two women were returning from an out-of-state road trip in Ms. Richard's car when a vehicle ran a stop sign and hit Ms. Richard's car. Ms. Faucheux, who was driving at the time, was injured. Ms. Richard's car, a 1995 Toyota Avalon, was fully insured with Safeco Insurance Company of Illinois. Ms. Faucheux's car, an almost new 2000 Toyota Corolla, was fully insured by Louisiana Farm Bureau Casualty Insurance Company (Farm Bureau).

On January 18, 2002, Ms. Faucheux filed suit against the driver of the offending vehicle, the driver's insurer, and Ms. Richard's insurer.[2] She later added her own UM carrier, Farm Bureau, as a defendant. Farm Bureau denied coverage because of the policy exclusion. Farm Bureau filed a motion for summary judgment, claiming that the policy did not cover Ms. Faucheux because she was driving a vehicle furnished for her regular use that was not described in the declarations. The motion was denied. Farm Bureaus then filed another motion for summary judgment, claiming the

[1] She had been living with Ms. Richard since August 1997.
[2] These parties were dismissed on December 17, 2002.

policy did not provide UM coverage to any automobile owned by the named insured or a resident of the household and not described in the declarations. This motion was also denied.

At a bench trial held December 5, 2006, the trial court entered judgment in favor of Farm Bureau, decreeing that due to the policy language, there was no UM coverage afforded to Ms. Faucheux at the time of the accident. The judgment reads, in pertinent part, as follows:

> The 1995 Toyota Avalon, which was the vehicle involved and driven by the plaintiff in the subject ... accident, was owned by Patricia Richard. The plaintiff was a resident of the household of Patricia Richard. Under the terms and conditions of the policy, there is no uninsured motorist coverage as the ... Toyota Avalon was furnished for the regular use of the plaintiff. Additionally, under the terms and conditions of the policy, there is no uninsured motorist coverage as the 1995 Toyota Avalon was owned by Patricia Richard and the plaintiff was a resident of the household of Patricia Richard.

The following is a summary of Ms. Faucheux's assignments of error:

1. The trial court committed legal error by looking beyond the policy's definition of insured in determining the applicability of UM coverage.

2. The trial court committed legal error by finding that the policy's "regular use" exclusion is enforceable and applicable to Ms. Faucheux's claim.

3. The trial court committed legal error by finding that the policy's "resident use" exclusion is enforceable and applicable to Ms. Faucheux's claim.

4. The trial court committed legal error by failing to find that Ms. Faucheux is entitled to UM coverage that she purchased.

5. The trial court committed legal error by failing to assess Farm Bureau with statutory penalties.

THE POLICY

The pertinent part of the Farm Bureau policy reads as follows:

> Coverage U – Uninsured Motorist (Damages for Bodily Injury)
>
> To pay all sums, except punitive and/or exemplary damages, which the insured or his legal representative shall be

legally entitled to recover as damages from the owner or operator of an uninsured or underinsured automobile because of bodily injury, sickness or disease, including death resulting there from, hereinafter called "bodily injury," sustained by the maintenance or use of such uninsured automobile.

Definitions

... Under Coverage U:

"insured" means:

(a) the named insured and any relative while a resident of the named insured's household;

(b) any other person while occupying an insured automobile; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this Part applies sustained by an insured under (a) or (b) above. The insurance afforded under Coverage U applies separately to each insured, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

"insured automobile" means:

(a) an automobile described on the Declarations for which a specific premium charge indicates that coverage is afforded;

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(d) a non-owned automobile while being operated by the named insured.

The term "insured automobile" includes a trailer while being used with an automobile described in (a), (b), (c) or (d) above, but shall not include:

(1) any automobile or trailer owned by a resident of the same household as the named insured:

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The term "uninsured or underinsured automobile" shall not include:

(1) an owned automobile or an automobile furnished for the regular use of the named insured or a relative;

***

Exclusions. This policy does not apply under Coverage U:

***

(b) to any automobile or trailer **owned by or furnished for the regular use of the named insured or a resident of the household** and not described on the declarations. (Emphasis added).

STANDARD OF REVIEW

The interpretation of an insurance policy is normally a question of law. See ***Robinson v. Heard***, 01-1697, p. 4 (La. 2/26/02), 809 So.2d 943, 945. The question of whether a vehicle is being furnished for a person's regular use is a mixed question of fact and law. See ***Minor v. Casualty Reciprocal Exchange***, 96-2096 (La.App. 1 Cir. 9/19/97), 700 So.2d 951, 953. Here, appellant's assignments of error raise many issues that are a mixture of law and fact. We review these under the manifest error standard. *See* ***Stobart v. State, Department of Transportation and Development***, 617 So.2d 880, 882 (La. 1993).

DISCUSSION

Under the terms of the policy at issue, UM coverage does not apply:

> (b) to any automobile or trailer owned by or furnished for the regular use of the named insured or a resident of the household and not described on the declarations.

The 1995 Toyota Avalon was not described in the declarations of the Farm Bureau policy. Therefore, the central questions for us to answer are whether the trial court erred in finding that the 1995 Toyota Avalon, owned by Ms. Richard, was furnished for Ms. Faucheux's regular use and whether Ms. Richard was a resident of the same household as Ms. Faucheux for insurance purposes.

REGULAR USE

Ms. Faucheux argues in her second assignment of error that the trial court erred in finding Ms. Richard's Avalon was furnished for her regular use as intended in the policy exclusion. We agree.

In ***Curry v. Taylor***, 40,185, pp. 5-6 (La.App. 2 Cir. 9/21/05), 912 So.2d 78, 81, the Second Circuit examined Louisiana jurisprudence regarding the "furnished for regular use" exclusion, as follows:

> The jurisprudence of Louisiana has held that the purpose of the type of exclusionary clause involved here is to exclude from coverage non-owned automobiles over which the insured has "general authority of use." The phrase "available for regular use" encompasses the vehicle which is accessible, obtainable and ready for immediate use. The phrase, "furnished for regular use" means that the vehicle is provided, supplied or afforded to the individual according to some established rule or principle or used in steady or uniform course, practice or occurrence as contrasted with being furnished for use only on casual, random, unpredictable or chance occasions.
>
> From the above interpretation of this policy exclusion, the use of a vehicle owned by a driver's fiancé was held not to constitute regular use when the driver infrequently used the vehicle and could only do so with special and specific permission from the owner each time she took the car. Likewise, the use of a truck to occasionally run errands or for personal use with specific authorization by the owner was held not to constitute regular use. In contrast, the use of a vehicle to go back and forth to school five days a week when the driver had a set of keys and could use the automobile whenever she wanted with standing permission has been held to constitute regular use. (Citations omitted.)

The ***Curry*** court summarized the results of its examination as follows: "The relevant inquiry under the Louisiana jurisprudence is whether Taylor had general authority of use of the vehicle or was furnished the vehicle for use in steady, uniform course or practice." ***Id.***, 40,185 at p. 7, 912 So.2d at 82. We agree with this legal principle.

The First Circuit also examined the existing jurisprudence in ***O'Neal v. Blackwell***, 00-2014, pp. 6-10 (La.App. 1 Cir. 11/14/01), 818 So.2d 118, 122-25, in connection with a driver whose parents provided him with a set of keys for the truck at issue, which he drove between Covington and Baton Rouge weekly and in which he regularly brought his brother to soccer practice. While this court upheld the exclusion, it did so on the basis that the

truck was supplied to the child "for these specific uses" that "occurred on a regular basis." ***Id.***, 00-2014 at p. 10, 818 So.2d at 125.

In an action under an insurance contract, the insured bears the burden of proving the existence of a policy and coverage. The insurer, however, bears the burden of showing policy limits or exclusions. ***Tunstall v. Stierwald***, 01-1765 (La. 2/26/02), 809 So.2d 916. A strict burden is on the insurer to prove that an exclusionary clause is applicable. ***Savarino v. Blue Cross and Blue Shield of Louisiana Inc.***, 98-0635, p. 8 (La.App. 1 Cir. 4/1/99), 730 So.2d 1083, 1088. Here, at best, the evidence shows that Ms. Faucheux drove Ms. Richard's vehicle "many times." No evidence was introduced showing that the vehicle was provided for specific uses on a regular basis. No evidence shows that Ms. Faucheux had any "general authority of use." *See* ***Curry***, supra. Rather, the uncontradicted evidence shows that Ms. Faucheux only drove Ms. Richard's automobile when Ms. Richard was also in the vehicle. No evidence shows that the vehicle was furnished "for use in steady, uniform course or practice." *See* ***Curry***, supra. And there is no evidence in the record from which we can infer these requisites.

Moreover, in *William Shelby McKenzie & Alston Johnson, III, Insurance Law and Practice* § 63 at 176, *Louisiana Civil Law Treatise* (1996), the authors state that the purpose of the regular use exclusion is to protect an insurance company against double coverage when a premium has been paid on only one vehicle.[3] This is certainly not the case under these facts. Both Ms. Faucheux and Ms. Richard carried full liability and UM coverage insurance on their respective vehicles.

[3] To apply this exclusion in this situation where two people are merely rooming together does not accomplish the purpose of the contractual exclusion and, if upheld, the ramifications would defeat Louisiana's public policy of maintaining UM coverage unless specifically waived. La. R.S. 22:680, formerly La.R.S. 22:1406(D).8

Accordingly, we conclude the trial court was manifestly erroneous in finding that Farm Bureau proved that Ms. Richard's vehicle was furnished for Ms. Faucheux's regular use. We find merit in Ms. Fauchaux's second assignment of error.

RESIDENT OF THE HOUSEHOLD

In the trial court's oral reasons, it stated that he found as a fact that Ms. Faucheux was a resident of Ms. Richard's household. He did not state how he reached this decision. Rather, it said, in his mind "the parties' living arrangement met the normal definition of resident of a household."

In the present case, the Farm Bureau policy excludes UM coverage to any automobile owned by or furnished for the regular use of the named insured or a resident of the household and not described on the declarations. Here, the policy does not define the words "resident" or "household." In determining whether a person is a resident of a particular household with respect to insurance coverage, the emphasis is on whether there remains membership in a group or a relationship with a person, rather than an attachment to a building. ***Smith v. Rocks***, 42,021 (La.App. 2 Cir. 5/16/07), 957 So.2d 886, 888-89.

It is a generally accepted rule that non-relatives of the named insured living in the insured's home are not members or residents of the household of the named insured for insurance purposes. 13 Am. Jur. Proof of Facts 2d 681 § 6. Ordinarily, the word "household" is synonymous with "family," which Webster's Dictionary defines as the body of persons who live in one house and under one head or manager; a domestic establishment. ***Leteff v. Maryland Casualty Co.***, 91 So.2d 123, 130 (La.App. 1 Cir. 1956). In ***Miley v. Louisiana Farm Bureau Casualty Ins. Co.***, 599 So.2d 791, 798 (La.App. 1 Cir. 1992), *citing* ***Bearden v. Rucker***, 437 So.2d 1116, 1121 (La. 1983),

this court determined that whether a person is or is not a resident of a household is largely a question of intention. The intention of a person to be a resident of a place is determined by his expressions and his testimony, in light of his conduct and circumstances. ***Id.*** Here, the evidence contains no expression of intention from which the existence of a "household" could be inferred. The term "household" embraces a collection of persons as a single group living together under one roof, subsisting in common and directing their attention to a common object, the promotion of their mutual interests and social happiness. ***Id.***

"The pattern that emerges from the myriad of decisions considering the term 'household' shows an emphasis on 'dwelling as a family under one head,' whether or not the persons live under the same roof." ***Jones v. Crane Co.***, 26781 (La.App. 2 Cir. 4/5/95), 653 So.2d 822, 825 (*citations omitted).* The correct inquiry to determine if a person is a resident of a particular household for insurance purposes is to determine the individual's attachment to a group or to a person, rather than to a building. ***Id.***

There is absolutely no evidence in the record that Ms. Faucheux and Ms. Richard had any particular attachment to each other or that they intended to live as a family. No evidence suggests that either party was acting as the head of the possible household. Ms. Faucheux testified that her living arrangement with Ms. Richard was one of convenience. Mainly, Ms. Richard's home was closer to the university she was attending. She denied that either she or Ms. Richard ever intended to impose their will on each other. This testimony was not contradicted, and the trial court did not indicate that it found this testimony suspect or doubtful. The evidence establishes that they were no more than friends sharing living expenses.

Thus, there is no objective evidence from which the trial court could have determined that the jurisprudential criteria were met.

Whether a person is a resident of a household is a question of law as well as fact that is to be determined from all the facts of the case. ***Jones v. Crane***, 653 So.2d at 825; ***Miley***, 599 So.2d at 798. The trial court acknowledged that he based his definition of "resident of a household" on an impression in his mind.

We conclude that the trial court manifestly and legally erred in making its determination that Ms. Richard was a resident of the same household as Ms. Faucheux for the purpose of insurance coverage.

SCOPE OF UNINSURED MOTORIST COVERAGE

Ms. Faucheux contends that the application of Farm Bureau's exclusion is inconsistent with the mandates set forth in ***Howell v. Balboa Ins. Co.***, 564 So.2d 298, 301 (La. 1990).

In ***Howell***, the court established that as a general rule, UM coverage attaches to the person of the insured, not to the vehicle. In other words, any person who enjoys the status of insured under a liability policy that includes UM coverage enjoys coverage protection simply by reason of having sustained injury by an underinsured motorist. ***Id.*** 564 So.2d at 301-02. The purpose of the UM statute is to protect the insured at all times against the generalized risk of damages at the hands of uninsured motorists. ***Id.***

The Louisiana legislature, nevertheless, carved out an exception to the general rule. La. R. S. 22:680(1)[4] was amended to include the following:

> (e) The uninsured motorist coverage does not apply to bodily injury, sickness, or disease, including death of an insured resulting therefrom, while occupying a motor vehicle, owned by the insured if such motor vehicle is not described in the policy under which a claim is made, or is not a newly

[4] By Acts 1988, No. 203, Sec. 1, effective September 9, 1988, La. R.S. 22:1406(D)(1), was amended and reenacted. In 2003 this statute was re-designated as La. R.S. 22:680(1).

> acquired or replacement motor vehicle covered under the terms of the policy.

In ***Mayo v. State Farm Mutual Ins. Co.***, 03-1801 (La. 2/25/04), 869 So.2d 96, 101, the Louisiana Supreme Court explained the reasoning behind the amendment, stating that it was to prevent a vehicle owner from carrying UM coverage on only one of his owned vehicles.

We recognized in ***Halphen v. Borja***, 06-1465, p. 13 (La.App. 1 Cir. 5/4/07), 961 So.2d 1201, 1211, *writ denied*, 07-1198 (La. 9/21/07), 964 So.2d 338, that subparagraph (e) was the clear statutory exception to the general rule that if a claimant is an "insured" for liability coverage under the policy, UM coverage must be provided.

The rule is that if a person is an insured for liability coverage under a policy, UM coverage "must be provided," except where there is a lawful exception. *See* ***Halphen***, 06-1465 at p. 13, 961 So.2d at 1211. **"Limitations on UM coverage are valid where they are authorized by statute."** (Emphasis added.) ***Id.*** 06-1465 at p. 5, 961 So.2d at 1206. Under this rationale, the statutory exception does not apply to the facts of this case. This exception does not apply to a non-owned vehicle; therefore, it appears that Ms. Faucheux's right to recovery should not otherwise be limited.

Even so, some courts have excluded UM coverage on the rationale that liability insurance is not defined out of the policy. *See* ***Robinson v. Heard***, *supra*, and ***Dardar v. Prudential Property & Casualty Insurance Co.***, 98-1363 (La.App. 1 Cir. 6/25/99), 739 So.2d 330.

We note a possible discrepancy in the holdings between ***Howell*** and its progeny. However, because of our disposition on the issue of the UM coverage afforded to Ms. Faucheux, we need not address this possible discrepancy. We pretermit this assignment of error.

PENALTIES AND ATTORNEY FEES

Ms. Faucheux argues in her fifth assignment of error that if the insurer elects to deny UM coverage on the basis of an illegal exclusion, then penalties are appropriate.

The conduct prohibited in La. R.S. 22:658(A)(1)[5] is virtually identical to the conduct prohibited in La. R.S. 22:1220(B)(5)[6]: the failure to timely pay a claim when that failure to pay is arbitrary, capricious, or without probable cause. ***Reed v. State Farm Mutual Automobile Insurance Company***, 03-0107, p. 9 (La. 10/21/03), 857 So.2d 1012, 1020. One who claims entitlement to penalties and attorney fees has the burden of proof. ***Id.*** 03-0107 at p. 13, 857 So.2d at 1020. Both statutes require proof that the insurer was "arbitrary, capricious, or without probable cause," a phrase that is synonymous with vexatious. ***Id.***, 03-0107 at pp. 13-14, 857 So.2d at 1021. Citing *Couch on Insurance* 2d, § 58:70, the court said "vexatious refusal to pay" means unjustified refusal to pay, without reasonable or probable cause or excuse. ***Id.*** These phrases describe an insurer whose willful refusal to pay a claim is not based on a good-faith defense. ***Id.***

Here, Ms. Faucheux argues that Farm Bureau's "failure to pay was willful and should be penalized." However, even though we have concluded that both Farm Bureau and the trial court were mistaken and have reversed the judgment, there is no evidence that Farm Bureau's refusal to pay the UM claim was a "vexatious refusal to pay" and not based upon a good faith defense. Thus, the record does not support an award for penalties. This assignment of error is without merit.

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[5]A. (1) All insurers issuing any type of contract ... shall pay the amount of any claim due any insured within thirty days after receipt of satisfactory proofs of loss from the insured ... .

[6] B.(5) Failing to pay the amount of any claim due any person insured by the contract within sixty days after receipt of satisfactory proof of loss from the claimant when such failure is arbitrary, capricious, or without probable cause.

DECREE

For the above and foregoing reasons, the judgment of the trial court declaring that the Louisiana Farm Bureau Casualty Insurance Company policy issued to Donnel Faucheux for a 2000 Toyota Corolla did not provide uninsured motorist coverage to her while driving Patricia Richard's vehicle is reversed and vacated. Accordingly, we render judgment in favor of plaintiff/appellant Donnel Faucheux and against Louisiana Farm Bureau Casualty Insurance Company on the issue of coverage. We remand for further proceedings on the issue of damages. All costs of this appeal are assessed to defendant Louisiana Farm Bureau Casualty Insurance Company.

REVERSED, RENDERED and REMANDED

DONNEL FAUCHEUX AND PATRICIA RICHARD	**2007 CA 0481**
VERSUS	**FIRST CIRCUIT**
ALLSTATE INSURANCE COMPANY, SHARON CRAIN ON BEHALF OF HER MINOR CHILD, KRISTONNIE CRAIN AND SAFECO INSURANCE COMPANY OF ILLINOIS	**COURT OF APPEAL**
	STATE OF LOUISIANA

Kuhn, J., concurring.

The trial court concluded that Ms. Faucheux and Ms. Richard were residents of the same household, thus triggering the policy exclusion for "any automobile … owned by … a resident of the household and not described on the declarations." This case presents the issue of whether two roommates residing together in the same house form a "household." Although the supreme court has set forth that the term "resident of the same household" has no absolute or precise meaning (***Bond v. Commercial Union Assurance Co.***, 407 So.2d 401, 407 (La. 1981) (on rehearing); ***O'Neal v. Blackwell***, 00-2014 (La. App. 1st Cir. 11/14/01), 818 So.2d 118, 122), our state's jurisprudence has addressed this term primarily in the context of familial relationships. See ***Bearden v. Rucker***, 437 So.2d 1116 (La. 1983); ***Smith v. Rocks***, 42,021 (La.App. 2d Cir. 5/16/07), 957 So.2d 886. In ***Jones v. Crane Co.***, 26,781 (La. App. 2d Cir. 4/5/95), 653 So.2d 822, 825, citing BLACK'S LAW DICTIONARY 740 (6th ed. 1990), the court stated, "A 'household' is a group of people living together as a family, and, for insurance purposes, the term is generally synonymous with 'family.'" In the context of insurance, our courts have not previously addressed, however, whether a household necessarily encompasses "people who dwell under the same roof" (BLACK'S LAW DICTIONARY 756 (8th ed. 1999)) but do not share familial ties. In ***Miley v. Louisiana Farm Bureau Cas. Ins. Co.***, 599 So.2d 791, 798 (La. App. 1st Cir.), ***writ denied***, 604 So.2d 1313 (La. 1992), however, this court defined the term "household" as a "collective body

of persons living together within one curtilage, subsisting in common and directing their attention to a common object, the promotion of their mutual interests and social happiness," thereby suggesting that it is appropriate to analyze the type of living arrangement present in a dwelling on a case by case basis.

The evidence in the record establishes that in August 1997, Ms. Richard invited Ms. Faucheux, who had recently divorced, to live with her. Ms. Richard's house was closer to the university that Ms. Faucheux was attending than the house where Ms. Faucheux was residing. Ms. Faucheux moved into Ms. Richard's home and lived with her for about four years before the accident in question occurred. During this time, the women shared the utility bills. When asked if they cooked together, Ms. Faucheux stated "we had one rule – if it didn't cook in 10 or 15 minutes, in a microwave, we didn't eat it." Ms. Faucheux testified that Ms. Richard did not impose her own will on her in any manner. She testified, "I had school and she had work, and we were friends, but, you know, we did some things together, but not everything together." At the time of trial, the women were no longer living together.

Additionally, both Ms. Richard and Ms. Faucheux owned, operated, and insured their own vehicles, and they did not use them interchangeably.[1] With the exception of their shared residence and shared utility expense, there is no evidence establishing that the women were dependent on each other or that they otherwise shared expenses. The evidence establishes that each paid their own grocery expenses. They were simply friends who lived together as roommates. Courts in other jurisdictions have held that where persons reside together as roommates, or in a landlord-tenant relationship, they do not constitute a "household" as that term is used in insurance policy provisions such as the one now before us. See ***Shivvers v.***

[1] Ms. Faucheux drove Ms. Richard's vehicle infrequently, three or four times a year, and only while Ms. Richard was present in the vehicle.

American Family Ins. Co., 256 Neb. 159, 168-169, 589 N.W.2d 129, 136 (Neb. 1999) and cases cited therein.

The insurer bears the burden of proving that a loss falls within a policy exclusion. ***Supreme Services and Specialty Co., Inc. v. Sonny Greer, Inc.***, 06-1827 (La. 5/22/07), 958 So.2d 634, 639. In this case, the record does not provide much detail about Ms. Faucheux's and Ms. Richard's living arrangement from which one could determine that they directed their attentions to any common objects while living together. Thus, I agree that Louisiana Farm Bureau Casualty Insurance Company has failed to meet its burden of establishing that Ms. Faucheux and Ms. Richard were residents of the same "household" as that term has been defined by the jurisprudence.

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2007 CA 0481

DONNEL FAUCHEUX AND PATRICIA RICHARD

VERSUS

ALLSTATE INSURANCE COMPANY, ET AL.

BEFORE: PARRO, KUHN, AND DOWNING, JJ.

PARRO, J., concurring.

While I concur with the result in this case, I believe the discussion concerning the scope of uninsured motorist coverage should not be part of the opinion. The issue before this court was whether a policy exclusion in Ms. Faucheux's policy from Farm Bureau was applicable under the facts of this case, such that UM coverage was not provided to her under her policy. After reviewing the facts and law, we concluded that the exclusion did not apply, because Ms. Richard's vehicle was not furnished for Ms. Faucheux's regular use, nor were the two women residents of the same "household," as that term has been defined by the jurisprudence. Therefore, Ms. Faucheux 's policy provided UM coverage to her. Having reached that conclusion, no further exposition was necessary. An expression in an opinion not necessary for the decision is merely "obiter dictum." Wise v. Bossier Parish School Bd., 02-1525 (La. 6/27/03), 851 So.2d 1090, 1095 n.6.

Moreover, once this court had decided the narrow issue before it, additional discussion concerning the general scope of UM coverage was moot. An issue is "moot" when a decree on that issue has been "deprived of practical significance" or "made abstract or purely academic." Cat's Meow, Inc. v. City of New Orleans Through Dept. of Fin., 98-0601 (La. 10/20/98), 720 So.2d 1186, 1193. Since the opinion had already dealt with the issues necessary to decide the case, the remaining comments were

abstract and had no practical significance. The Louisiana Supreme Court has often reiterated that courts are not to render advisory opinions with respect to moot controversies. See Cat's Meow, 720 So.2d at 1193. And more particularly, this court should not be discussing a "possible discrepancy" between two cases from the Louisiana Supreme Court, unless such "possible discrepancy" is rigorously analyzed and necessary to a resolution of the issues before us.

Therefore, I concur with the result, as written.