

SUPREME COURT OF LOUISIANA

No. 98-CC-2040

JESSE MARCUS, LINDA MARCUS,  
INDIVIDUALLY AND ON BEHALF OF  
THEIR MINOR CHILD, JESSE MARCUS, JR.

v.

THE HANOVER INSURANCE CO., INC.  
AMERICAN DEPOSIT INSURANCE CO., INC.,  
J & J MECHANICAL, INC., AND JOHN F. SANCHEZ

**MARCUS, Justice** (concurring in part and dissenting in part)

I concur in the majority's holding that the business use exclusion is contrary to public policy as it violates the Louisiana Motor Vehicle Safety Responsibility Law and La. R.S. 22:655(D). Therefore, the exclusion should not be enforced. However, I would affirm coverage for the stated policy limits of \$100,000/\$300,000 because those were the amounts specifically selected by the parties to the insurance contract.

Accordingly, I concur in part and dissent in part.