

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

EDDIE TOURELLE'S NORTHPARK
NISSAN, INC.

NO. 2013 CW 1505

VERSUS

GUY HOPKINS CONSTRUCTION
COMPANY, INC.

DEC 20 2013

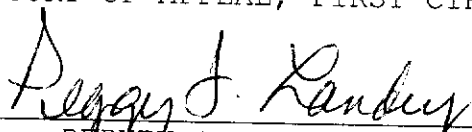
In Re: Guy Hopkins Construction Company, Inc., applying for supervisory writs, 22nd Judicial District Court, Parish of St. Tammany, No. 2008-15331.

BEFORE: PARRO, GUIDRY, AND DRAKE, JJ.

WRIT GRANTED. The trial court's August 1, 2013 judgment denying the motions for summary judgment, filed by Guy Hopkins Construction Company, Inc., is vacated, only insofar as it denied the motions with regard to the question of whether a duty to defend is owed to Guy Hopkins Construction Company, Inc. by the following respective insurers: (1) Scottsdale Insurance Company, the insurer of Bankston Sheet Metal, LLC; (2) Continental Western Insurance Company, the insurer of EF&I Design Systems, Inc.; and (3) Republic Fire and Casualty Insurance Company, the insurer of Southern Glass of St. Tammany, LLC. The trial court erred in ruling that, in order to demonstrate the insurers' duty to defend, Guy Hopkins Construction Company, Inc. was required to demonstrate fault or negligence on the part of the subcontractors. To the contrary, the eight-corners rule provides that an insurer must look to the four corners of the plaintiff's petition and the four corners of the insurance policy to determine whether it has a duty to defend. See *Vaughn v. Franklin*, 2000-0291 (La. App. 1st Cir. 3/28/2001), 785 So.2d 79. When making this analysis, the allegations of the petition are liberally interpreted in determining whether they set forth grounds that bring the claims within the scope of the insurer's duty to defend. **Id.** An insurer's duty to defend arises whenever the pleadings against the insured disclose even a possibility of liability under the policy. **Id.** Although the allegations of the petition may ultimately turn out to be incorrect or untrue, the insurer is still obligated to provide a defense. **Id.** Accordingly, the matter is remanded with instructions that the trial court make the determination regarding whether each of the three insurers owes a duty to defend, based on the eight-corners rule, and for further proceedings consistent with this action.

RHP
JMG
EGD

COURT OF APPEAL, FIRST CIRCUIT


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FOR THE COURT