

From The President

Special points of interest:

- February 09, 2011 meeting
- Bring a New Member

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Everyone:

I am appreciative for and humbled by the opportunity to serve as the President of this great organization! The Cincinnati Claims Association has always thrived because of its passionate members. Thank you for your dedication to this organization over the years and for your continued desire to make the Cincinnati Claims Association all that it can be.

The start of a new year is the perfect opportunity for an organization to reflect on what has made it successful and what it can do in the future to ensure continued prosperity and growth. Our organization is fortunate to have a passionate membership that genuinely wants to see us thrive. Please take a few moments over the next week or so to think about: (1) what attracted you to join the Cincinnati Claims Association; (2) what benefits you have taken from being a member of the Cincinnati Claims Association, and (3) how we can best convey to potential new members the advantages of joining the Cincinnati Claims Association. I am very interested in hearing your thoughts in this regard. With your help, we can spread our message through the community and aggressively grow this organization.

Our next meeting will be at Dave & Buster's in Springdale on February 9, 2011. I look forward to seeing you then. We are poised for a very exciting year!

Very truly yours,

Jack J. Lah
President

CCA BRING A NEW MEMBER COUPON

Bring a new* member and YOU get in free.

*New member cannot have been a CCA member in the last 2 years and must pay for meeting and yearly dues at the door. Dues are \$20.00 for the year and \$20.00 for the meeting.



February Activities

The next meeting is Wednesday, February 09, 2011 –

Dave & Buster's

located at:

11775 Commons Drive
Springdale, OH 45246

Cocktails at 6:00 pm and Dinner at 7:00 pm

\$20.00 member

\$25.00 non-member

Please email cincinnaticlaimsassocinfo@fuse.net

or

call 513-530-0080 x 10 to make your reservations.

FEBRUARY GUEST SPEAKER

Thomas M. Ryan, AIC
Casualty Specialist — GAB Robins



Tom has been a casualty specialist, serving both insured and self-insured entities, with GAB Robins, a national, independent claims-adjusting company; since 1978. Since he was an English teacher prior to entering the insurance industry, he served as his company's Senior Casualty/Worker's Compensation instructor at its Professional Development Center in Denver, Colorado, for two years before returning to his current position, as the Cincinnati Branch Casualty General Adjuster. He currently handles major losses in Southwestern Ohio, Northern Kentucky, and Southwestern Indiana, and is considered to be an expert in Tort Law based on his extensive training and experience in handling a wide range of exposures.

A native Cincinnati, Tom and his wife, Pam, have been married since 1974, and are the parents of three children. He graduated from the University of Cincinnati with a Bachelor's Degree in Education and is currently a licensed instructor for continuing education with the Cincinnati Insurance Board, a non-profit agency dedicated to professionalism within the industry; and the Professional Insurance Agents Association of Ohio and Indiana. His claims-oriented course offerings through both organizations are designed to explain complex legal terms; policy coverage issues; and typical claims procedures in an interesting, humorous way using practical examples from real-life situations.

In his spare time, Tom has been officiating basketball and softball since 1981, and has been a local member of the Queen City Umpires Association as well as the National Referees Association. He uses many analogies from this avocation in his presentations, since there are many similarities between an adjuster and a sports official, especially when interpreting policy language or professionally handling negotiations with all parties involved in the claims process. He has been an active member of the Cincinnati and Dayton, Ohio, Claims Associations and currently serves as the Vice President of the Northern Kentucky Claims Association.

**OHIO SUPREME COURT APPLIES INFERRED INTENT ANALYSIS
TO INSURANCE POLICIES' INTENTIONAL ACT EXCLUSIONS**

by Timothy P. Heather, Esq.

On December 30, 2010, the Ohio Supreme Court decided the case of Allstate Insurance Co. v. Campbell, Slip Opinion No. 2010-Ohio-6312. This case concerns the doctrine of inferred intent to insurance policies' intentional act exclusions.

In that case, the Court was asked to determine whether insurance coverage exists in a lawsuit involving injuries stemming from a misguided teenage prank. Several boys had placed a Styrofoam target deer on a country road in such a position that drivers would not be able to see it until they were 15 to 30 feet from it. The boys wanted to watch the reaction of the motorists. About five minutes after the deer had been placed in the road, a motorist came by, took evasive action, lost control of his vehicle, and overturned it, causing serious injury to him and his passenger.

The insurance companies involved in this lawsuit filed Complaints for Declaratory Judgment, seeking a declaration that they had no duty to defend or indemnify their insureds, the juveniles and their parents, in the resulting lawsuits which followed. The trial court granted the insurance companies' Motions for Summary Judgment. Although the trial court did not find that the boys directly intended to cause harm, it inferred their intent as a matter of law, based in part on the finding that their conduct was substantially certain to result in harm.

The Tenth District Court of Appeals reversed, holding that genuine issues of material fact exist over where the boys intended to cause harm when they placed the deer in the road, whether harm was substantially certain to result from their actions, and whether those actions fall within the scope of their individual insurance policies.

In affirming the Court of Appeals in part and reversing it in part, the Court set forth the following syllabus:

Syllabus of the Court

As applied to an insurance policy's intentional act exclusion, the doctrine of inferred intent is not limited to cases of sexual molestation or homicide.

As applied to an insurance policy's intentional act exclusion, the doctrine of inferred intent applies only in cases in which the insured's intentional act and the harm caused are intrinsically tied so that the act has necessarily resulted in the harm.

Specifically, the Court held:

{¶ 62} We hold that as applied to an insurance policy's intentional-act exclusion, the doctrine of inferred intent is not limited to cases of sexual molestation or homicide. Nevertheless, the doctrine of inferred intent applies only in cases in which the insured's intentional act and the harm caused by that act are intrinsically tied so that the harm necessarily results from the act. Because the doctrine of inferred intent does not apply to the circumstances of this case, we further hold that under the Allstate, Erie, and Grange policies, the trier of fact must conduct a factual inquiry on remand to determine whether the boys intended or expected the harm that resulted from their intentional actions. We thus affirm the court of appeals' judgment that the trial court erred in granting the motions for summary judgment of Allstate, Erie, and Grange.

{¶ 63} We reverse the judgment of the court of appeals as it applies to American Southern and reinstate the finding of the trial court that there is no coverage under the American Southern policy and that American Southern is accordingly under no duty to defend or indemnify Dailyn Campbell and his parent.

The reason that American Southern escaped coverage obligations, while the rest of the insurers are required to litigate the factual issues was because:

The American Southern policy is written in an extremely broad manner that declares that American Southern is not liable for harm resulting from any intentional act done by an insured. This language stands in stark contrast to the language of the other insurance policies at issue in this case, which exclude from coverage harm that is expected or intended by the insured.

Id. at ¶ 60.

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- Golf Tournament
To Be Determined

January Door Prize Donations

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