

From The President

Special points of interest:

- October 12, 2011 meeting
- Bring a New Member

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Dear Everyone:

Thank you to all who attended the September meeting at the Great Wolf Lodge in Mason. The meeting was well-attended and very enjoyable.

In follow-up to our discussions at the last meeting, we are in the process of brainstorming ways to make the Cincinnati Claims Association more attractive to both vendors and claims professionals. To that end, we are finalizing plans to alter the structure of the Association. More specifically, we are thinking of asking vendors to sponsor a given meeting. Sponsorship of a meeting would include purchasing the entrance fee for those active claims professionals who are in attendance at the meeting. We believe this may be the best way for claims professionals to have direct access to vendors.

Instead of having a speaker at our October meeting, we will be soliciting your comments regarding this proposal. Our goal is to make our Association a place where vendors and claims professionals can meet.

See you at our next meeting!

Very truly yours,
Jack J. Lah



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.

The next meeting is Wednesday, October 12, 2011 —

Fairfield Greens Golf Course

located at:

2200 John Gray Rd.

Fairfield, OH 45014

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.



**HAMILTON COUNTY COURT OF APPEALS TOSSES OUT
STATE AUTO'S SUBROGATION CLAIM FOR FAILURE TO PROVE
EXISTENCE OF INSURANCE POLICY**

By Timothy P. Heather, Esq.

On August 26, 2011, the Hamilton County Court of Appeals issued its decision in State Auto Insurance Co. v. Arnold. In that case, State Auto claimed that it had provided collision coverage to its insured, Warmack, and that pursuant to this coverage, it had been "required to and did pay to and/or on behalf of its insured the sum of \$4,075.00 under the collision coverage provision and is thereby subrogated in that amount, less a net salvage recovery of \$772.77."

At trial, the parties stipulated that Defendant, Arnold, had been operating a motor vehicle and caused damage to Warmack's parked vehicle. Arnold had gone to Warmack's home after the accident and admitted he was responsible for the damage. The two had exchanged automobile insurance information and their telephone numbers.

The trial court entered judgment in favor of State Auto in the amount it had been seeking from Arnold. Arnold appealed. In sustaining Arnold's appeal, the Hamilton County Court of Appeals threw out the judgment which had been rendered in favor of State Auto on the grounds that, at trial, State Auto had not established the existence of an insurance policy between it and its insured, Warmack, or of a subrogation or assignment agreement between the two. Stated the Court:

{¶7} In *Aetna Cas. & Sur. Co. v. Hensgen* (footnote omitted), the defendant tortfeasor argued that the insurance company could not maintain a tort action against him without establishing the existence of an insurance policy and the payment of a premium by the alleged insured. The Supreme Court of Ohio held that because the insurance company had established the existence of a subrogation and assignment agreement that was signed at the same time as the insurer's payment to the insured, the insurance company need not establish the existence of an insurance policy (footnote omitted).

{¶8} In this case, State Auto did not establish either the existence of an insurance policy or of a subrogation or assignment agreement. Because State Auto failed to submit evidence to support its claim that Warmack had assigned State Auto his rights to recover from Arnold, we hold that the trial court erred by entering judgment in favor of State Auto.

The moral of the story is that, when an insurance company pursues a subrogation claim at trial, it better have admitted into evidence either a copy of the insurance policy which contains a right of subrogation, or, in the alternative, an assignment agreement with the insured wherein the insured acknowledges the right of the insurer's subrogation.

Officers & Committees

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Benjamin, Yocum & Heather
721-5672

Membership
Jack Farrell 791-3096

Program Committee
Joe Groh 947-5269

Sergeant at Arms
Ron Diorio 859-491-5341

Golf Tournament
To Be Determined

September Door Prize Donations

MANY THANKS TO:
Smith Rolfes & Skavdahl
ServPro
TriWeh
Certified Restoration
GCI Investigative Services
A-One
Donan Engineering
EFI Global
Hudepohl Restoration
G4S Compliance & Investigators



September New Members

Jeremiah Seebohm
Smith Rolfes & Skavdahl LPA

Michael Hill
Donan Engineering

Kevin Beasley
Cincinnati Insurance Companies

Melody Honigford
Cincinnati Insurance Companies