CAIIA Status Report

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January 2016

Court Holds That "Regular Use" Provision is Not Affected by Purpose of Trip for Car Used Exclusively by Family Member

Credit to: Haight, Brown and Bonesteel,Los Angeles, CA

In *Nationwide Mutual Ins. v. Shimon* (No. C071776, filed 12/3/15, ord. pub. 12/17/15) (hereinafter *"Shimon"*), a California appeals court affirmed judgment in favor of an auto insurer on a finding that coverage did not apply to an accident involving a pickup truck that was not owned by the named insured, but which was used regularly, and exclusively, by her teenage daughter.

In *Shimon*, a teenager split time living between her divorced parents. The girl's father purchased a pickup truck solely for her use. However, the daughter was excluded from coverage under the father's policy. The mother's Nationwide policy did not list the truck, but covered family members' use of certain non-owned vehicles.

Although the truck was registered to the father, he never drove it. The daughter had her own keys, and admitted using the truck for daily transportation. In fact, her mother had a set of written "truck rules" that were supposed to bar the daughter from having any passengers, along with limiting the times and places she could drive the truck, as well as imposing other conditions. But the evidence showed that the mother had allowed the rules to slip over time. On the day of the accident, the daughter's use of the truck was purportedly suspended by her mother due to the girl's poor grades in school. The truck was parked at the mother's house, and the mother had the keys. However, the girl took her father's spare keys and drove to a pool hall with her friend. She then agreed to drive a stranger home, 50 miles away, in exchange for $100 "gas money," when the accident occurred.

The Nationwide policy issued to the girl's mother provided that "Any 'auto' you don't own is a covered 'auto' while being used by you or by any 'family member' *except*: ... Any 'auto' furnished or available for you or any 'family member's' regular use." It was undisputed that the daughter qualified as a family member, defined as: "a person related to you by blood, marriage or adoption who is a resident of your household."

The underlying personal injury lawsuit was settled with an agreement to submit the coverage question to the court in a declaratory relief action. The trial court in the declaratory judgment action issued a statement of decision concluding there was no coverage under the Nationwide policy because the truck was furnished or available for the daughter's regular use, and entered judgment for Nationwide.

The appeals court agreed. Calling the "regular use" exception to nonowned auto coverage an "exclusion," the appeals court engaged in an exhaustive review of "drive other cars" and "additional insured auto" case law. The court noted that such limitations were intended "to prevent abuse, by precluding the insured and his family from regularly driving two or more cars for the price of one policy." (Citing *Highlands Ins. Co. v. Universal Underwriters Ins.* Co. (1979) 92 Cal.App.3d 171, 176.) Specifically, the *Shimon* court said that "the exclusion serves to prevent a situation in which the members of one family or household may have two or more automobiles actually or potentially used interchangeably but with only one particular automobile insured." (Citing *Interinsurance Exchange of the Automobile Club of Southern California v. Smith* (1983) 148 Cal.App.3d 1128, 1137-1138.) The *Shimon* court said that "[t]he situation in this appeal falls squarely within this purpose of preventing abuse. The [truck] was basically [the daughter's] vehicle, but no one insured the truck for her use."

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President's Message

Paul Camacho

CAIIA President

Happy New Year, it is 2016 and all the projects that didn't get finished in 2015 are still waiting for you!
As we start the New Year, we (some) strive to change our habits. I think the most popular resolution heard is getting in shape by going to the gym. Habits are hard to break, and we can get into a routine that is difficult to modify. The good news is, you have the rest of the year ahead of you.

Competition requires being in shape both physically and mentally. I have faithfully, for the most part, attended the local college physical center to get my legs in shape for the ski season. Last year, due to marginal snow conditions, my season pass was actually a donation, to the ski resort, as it was not used. That is not the case for this season.

The snow conditions were ideal on my first day out, a blue bird day with loose powder. I was so stoked, and I was bundled up to handle the fifteen degree temperature. The first tram loaded and up the mountain we went. I looked around and saw all the new equipment and brightly colored helmets and snow boards. Young people bragging about staying up all hours the night before partying and ready for some action.

We unload at mid mountain and the great race starts to the next chairs to the top of the mountain. I'm feeling pretty good and off I go to join the crowd. I make it to the top of the mountain, and gather the view of Lake Tahoe. As I start my journey down, my legs immediately remind me it's been awhile since I have been on skis. I make it down the first run and feel relatively good, no wipe outs or close calls. I did see a couple of epic falls and it reminds me to not be overly confident. By experience, I can attest that snow gets in places you do not expect when you are flailing down the hill. We refer to that as a "yard sale", because obviously you did not want to hang on to your skis, poles, gloves or dignity.

So I am enjoying the runs and feeling good about recovering my intermediate skiing skills. I am skiing faster than a good portion of the others on the hill when I hear the sound of a group approaching. I move to the side and although I am not good at age, a group of four year olds just blast past me. They are laughing, doing 360 turns and I am just amazed. At that point, I decide I am done for the day; so much for the "bunny slope."

The CAIIA is composed of independent insurance adjusters, and we all compete against each other. So why belong to an organization with your competitors? Most of us belong to other claims organizations and when you look at the makeup, it is a mixture of competitors. The gathering of insurance professionals to promote education and interact is of great value. So who wins? Those of us that choose to participate and strive to be the best.

Members of the CAIIA have consulted with the CA DOI in reference to providing input to licensing. The CAIIA has many members that work in the background and our monthly Status Report highlights court cases or issues that we should be aware.

In other news, we are exploring social media and have established a linkedIn group, "California Association of Independent Insurance Adjusters", so check us out. We are also looking into establishing a Twitter account to get the CAIIA out there!

Thanks for taking the time to read, see you next month.

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The court recognized that whether use is for a limited period of time has yielded differing results. (Comparing *Highlands*, supra, (no coverage where owner gave car to the driver six weeks before the accident with no limitation on use, for purposes of a potential sale) with *Truck Insurance Exchange v. Wilshire Insurance Co.* (1970) 8 Cal.App.3d 553, 561 (coverage applied because test-driver's use for several weeks before deciding to buy was for a limited time, restricted to a geographical area and for a limited purpose).) But the *Shimon* court found that the daughter's exclusive use was unlimited in either time or purpose.

The court rejected an argument that there was no regular use because the mother's written "truck rules" purportedly barred the daughter from driving the truck at the particular time and place of the accident. The *Shimon* court distinguished *Pacific Auto Ins. Co. v. Lewis* (1943) 56 Cal.App.2d 597; *Comunale v. Traders & General Ins. Co.* (1953) 116 Cal.App.2d 198; and *Juzefski v. Western Cas. & Surety Co.* (1959) 173 Cal.App.2d 118, on the ground that none of those cases involved a situation where the vehicle was for the sole use of the involved driver, to the exclusion of all others. "Here, in contrast, [the daughter] was the exclusive user of the car owned by her father, who deliberately excluded it from his insurance policy to save money. This is exactly the abuse the 'regular use' exclusion is designed to prevent."

The *Shimon* court concluded that the daughter's violation of the mother's "truck rules" was not dispositive: "That [the daughter] drove that day in defiance of her parents' discipline for poor grades, and drove further than she was supposed to go without permission, does not render the 'regular use' exclusion inapplicable. Where the driver is the exclusive user of the vehicle, we see no reason, and appellants offer none, why 'regular use' should vary with each trip the driver takes. . . . A parental admonition by a nonowner of an automobile to a minor not to drive that automobile which is actually possessed and controlled by that minor does not render it unavailable for his regular use. It simply makes the minor's use of the automobile subject to parental discipline."

DOI Press Release

Lakewood man arrested for insurance fraud
after crashing BMW in race

LOS ANGELES, Calif. - Andres Hernandez, 36, of Lakewood, was arrested last week on two counts of auto insurance fraud. Hernandez allegedly totaled his BMW while racing and then provided false statements to his insurer about the location of the collision. As a result, Hernandez was paid $64,860 for the claim.

"Many people make the mistake of thinking insurance fraud is a victimless white collar crime," said Insurance Commissioner Dave Jones. "The fact is all Californians pay the price for insurance fraud through higher premiums when insurers pass their losses on to policyholders."

Hernandez told his insurer that he crashed his 2015 BMW M3 on Angeles Crest Highway, but Department of Insurance detectives discovered the crash actually occurred at a racing event at the Auto Club Speedway in Fontana.

Hernandez wrecked his vehicle while trying to get the best lap time when he spun out and hit the raceway wall. He allegedly claimed the collision occurred on the highway because his personal auto policy did not provide coverage for racing.

Happy New Year to you and yours!

Primary Assumption of Risk – Subjective Awareness and Increasing Risk Beyond Inherent Risk

Scott Griffin v. The Haunted Hotel, Inc

Credit to: Low, Ball & Lynch, San Francisco, CA

Since the landmark case, *Knight v. Jewett* (1992) 3 Cal 4th, 296, it has been held in California that the primary assumption of risk doctrine applies to those who participate in sports. This defense was extended to operators of recreational activities in *Nalwa v. Cedar Fair, L.P.* (2012) 55 Cal.4th 1148. This case considered whether the defense was available against a patron who fell when scared at a haunted amusement park setting.

The Haunted Hotel is a seasonal amusement in Balboa Park in San Diego. Customers pay to be scared by actors jumping out at them with weapons as they walk through a "haunted" park setting. Scott Griffin enjoyed this experience and exited through an opening in the fence, laughing with his friends. When an actor outside the fence jumped up with a chainsaw (chain removed), Griffin ran away, fell and broke his wrist. The opening in the fence was planned by the Haunted Hotel to give a sense of safety and the final threat of the chainsaw was meant to be the final scare. The road on which Griffin fell was within the attraction's boundaries.

Griffin sued for negligence and assault, then amended his complaint to specify negligent hiring, training, supervision and retention and to ask for punitive damages. The basis for the punitive damages claim was that the Haunted Hotel trained its employees to chase patrons "beyond the exit." The Haunted Hotel filed a motion for summary judgment, asserting the primary assumption of risk doctrine enunciated by the California Supreme Court in *Nalwa*. Defendant argued that the primary assumption of risk barred claims by patrons of "scare" attractions for injuries resulting from being frightened, startled, chased or otherwise menaced during the activity. Griffin argued that he was not injured while on the haunted trail, and he ran because he thought the threat of the chainsaw wielder was real. The trial court rejected Griffin's argument that the Haunted Hotel went beyond its boundaries because the activity took place within the boundaries even though Griffin was unaware of this. His subjective awareness is not what is required. The doctrine does not depend on the particular plaintiff's subjective knowledge or appreciation of the potential risk. Summary judgment was granted.

Nalwa held that the operator of a business that provides a recreational activity posing inherent risks of injury has no duty to eliminate those inherent risks. *Nalwa* at 1162. For example, a skier injured when falling while skiing over a mogul is barred by primary assumption of risk because moguls on a ski run are an inherent risk of the sport. *Nalwa* applied primary assumption of risk to recreational activities beyond sports whenever they involve "an inherent risk of injury to voluntary participants . . . where the risk cannot be eliminated without altering the fundamental nature of the activity. [*Nalwa* concerned injury in an amusement park bumper car ride.]

The Appellate Court followed *Nalwa* in holding that a determination of risks inherent in a given recreational activity is a legal question and "is reached from common knowledge," citing *Luna v. Vela* (2008) 169 Cal.App.4th 102, 110. The Court may also consider its "own or common experience with the recreational activity." *Nalwa* at 1158. "A Court need not ask what risks a particular plaintiff subjectively knew of and chose to encounter, but instead must evaluate the fundamental nature of the [recreational activity] and defendant's role in or relationship to that [activity] to determine whether the defendant owes a duty to protect a plaintiff from a particular risk of harm." *Avila v. Citrus Community College Dist.* (2006) 38 Cal.4th 148, 161.

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The Appellate Court recognized that primary assumption of risk does not provide absolute immunity. A participant and an owner/operator still owe duties of care which vary according to the role played by the particular defendant involved in the activity. A batter has no duty to avoid carelessly throwing a bat after hitting a ball because that is an inherent risk of the sport. The ballpark owner may have a duty to take reasonable measures to protect spectators from carelessly thrown bats. Owners and operators "owe participants the duty not to unreasonably increase the risk of injury" beyond those inherent in the activity. *Nalwa* at 1162.

The Haunted Hotel had the burden to establish that primary assumption of risk applied to this recreational activity and that the undisputed evidence established as a matter of law that it did not unreasonably increase the risk of harm or intentionally or recklessly injure Griffin.

Griffin asserted his injuries were not caused by his reaction to "fun" fear, but rather by "real" fear of injury created by an irresponsible employee. The Appellate Court rejected this argument because the risk of being scared and running was inherent in the recreational activity of the Haunted Hotel. Griffin's subjective state of mind was irrelevant because primary assumption of the risk focuses on the question of duty, and does not depend on Griffin's implied consent to, or subjective appreciation of, the potential risk. Even if Griffin was injured from his reaction to "scary fear" rather than "fun fear," his subjective mental state is irrelevant. The Court also rejected Griffin's argument that he revoked his consent to assuming the risk of being frightened because he repeatedly told the actor chasing him to stop. The primary assumption of risk does not depend on a plaintiff's consent to injury.

Griffin argued that questions of fact arose regarding unreasonable increase of the risk beyond those inherent in the activity, but the Court rejected these theories. "An inherent risk of a fright-event such as the Haunted Trail is patrons will become frightened and run, so the Haunted Hotel had no duty to protect Griffin from or eliminate that risk.

The Court considered and rejected Griffin's arguments about reckless conduct. Reckless conduct involves conscious choice of a course of action with knowledge of the serious danger to others involved in it. It is the deliberate disregard of the high degree of probability that an injury will occur. The Court cited statistics showing that 250,000 people had visited the Haunted Trail over a period of 14 years, and only 10 of them fell, none of whom were injured. This was not a high probability that an injury would occur. Griffin's assertion that there could be dangerous areas in the park was rejected as to speculative.

Griffin also argued that the court ruling that punitive damages were adequately pleaded requires the conclusion that a question of fact exists as to punitive damages. The Court cited cases in which extreme recklessness was a factor and distinguished them from the instant case. "At bottom, [Griffin's] complaint here is Haunted Hotel delivered on its promise to scare the wits out of him."

Negligence – Premises Liability – Property Owner Not Liable For Painter's Accident – No Evidence of Negligence by the Property Owner

Tomas Vebr v. Gary A. Culp et al.

Credit to Low, Ball & Lynch, San Francisco, CA

Workers' compensation insurance is required for issuance of a contractor's license in California pursuant to Business & Professions Code §7125. An injured employee's exclusive remedy against his or her employer is provided by workers' compensation insurance (Labor Code §3600 et seq.). This case addresses the question of a landowner's liability when an employee of a contractor is injured and the contractor failed to obtain workers' compensation insurance.

In 2011, defendants Gary A. Culp and Georgia M. Culp ("Culps") employed painting contractor OC Wide Painting to paint their residence. The Culps and OC Wide Painting entered into a Home Improvement contract, wherein OC Wide Painting would paint the interior of the Culps' home. The Home Improvement contract stated that OC Wide Painting had workers' compensation insurance.

Gary Culp checked OC Wide Painting's references and confirmed that its owner, Ondrej Kubacka, had a valid contractor's license. Despite having claimed a no-employee exception from the workers' compensation insurance requirements, OC Wide Painting hired ThomasVebr ("Vebr") and other employees to paint the Culps' home. Vebr was an experienced painter who was hired to help paint the ceiling at the Culps' residence. OC Wide Painting provided the materials for the job, including the ladder and other tools.

Vebr was painting an 18-foot-high ceiling at the Culps' residence with the assistance of two other workers whose job it was to secure the ladder. After painting for one hour, Vebr fell twelve to fifteen feet from an extension ladder and was injured. Vebr did not know why the ladder tipped over and there was no evidence to suggest the ladder had malfunctioned.

Vebr's injuries would ordinarily be covered under OC Wide Painting's workers' compensation policy. However, because OC Wide Painting failed to obtain workers' compensation insurance, the accident exposed the Culps to a lawsuit. Vebr did not qualify as a "residence employee" under the Culps' homeowner's insurance policy.

In July, 2013, Vebr filed a complaint against the Culps and OC Wide Painting for negligence and premises liability. In his complaint, Vebr alleged that the accident occurred while the employees of OC Wide Painting negligently secured the ladder on the Culps' property, and as a result, Vebr sustained injuries to various parts of his body which required medical treatment and surgery.

The Culps filed a motion for summary judgment on the ground that there were no facts to show that they were liable for Vebr's injuries. Specifically, the Culps argued that they were not the legal or proximate cause of Vebr's injuries and that they were not statutory employers of Vebr. The trial court granted the Culps' motion for summary judgment and Vebr appealed.

On appeal,Vebr argued that the Culps were liable under the theory of respondeat superior as Vebr's employers pursuant to Labor Code § 2750.5. Labor Code § 2750.5 provides that a worker performing services for which a license is required (as construed by Business & Professions Code § 7000 et seq.) or who is performing such services for a person who is required to obtain such a license, is an employee rather than an independent contractor.

The Court of Appeal held that the Culps were not liable to Vebr for direct negligence because the Culps were not at their home at the time of the accident and no evidence existed that the Culps' residence had any hazardous condition.

The Court of Appeal declined to decide whether Vebr was an employee pursuant to Labor Code § 2750.5 because no triable issue of material fact existed regarding liability. There was no evidence to suggest the existence of any hazardous condition at the Culps' residence, and there was no evidence that the Culps were negligent. Vebr never identified any hazardous condition at the Culps' residence. Vebr also testified at his deposition that he did not believe anything was wrong with the ladder.

Vebr also argued that the Culps were negligent pursuant to the doctrine of res ipsa loquitor. The Court of Appeal found that res ipsa loquitor does not apply because the fall was a mystery and there was no evidence showing what had occurred at the time of the incident.

The Court of Appeal affirmed the trial court's judgment in favor of the Culps.

"Subsidence" Exclusion

Credit to Smith, Smith and Feeley, Newport Beach, CA

A commercial general liability policy's exclusion for "subsidence" resulting from the insured's "operations" barred coverage for a landslide that allegedly resulted from the insured's maintenance and construction activities. (*Philadelphia Indemnity Insurance Company v. Lakeside Heights Homeowners Association* (2015) WL 3799576)

Facts

In 2013, a landslide caused extensive damage to property owned by various parties, including the Lakeside Heights Homeowners Association (HOA) and the County of Lake (County). The HOA subsequently filed a state court lawsuit against the County for inverse condemnation and dangerous condition of public property, apparently alleging that the landslide was caused by leaks in water pipes owned by the County. In response, the County cross-complained against the HOA, alleging that the landslide occurred because, among other things, the HOA: (1) negligently constructed improvements over an ancient slide area; (2) negligently failed to maintain its sprinkler system and private storm drain, causing water to saturate its property and surrounding properties; and (3) negligently failed to maintain its landscaping, causing loss of lateral support to surrounding properties.

The HOA tendered defense of the cross complaint to the HOA's general liability insurer, Philadelphia Indemnity Insurance Company (Philadelphia). In response, Philadelphia agreed to defend the HOA, but Philadelphia reserved its right to assert that the policy's "subsidence" exclusion barred coverage for any liability the HOA might have to the County. The policy's "subsidence" exclusion provided that there was no coverage for property damage "caused by, resulting from, attributable or contributed to, or aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking or shifting, resulting from operations of the named insured or any subcontractor of the named insured."

Philadelphia then filed a federal court declaratory relief action seeking a determination that the policy's "subsidence" exclusion relieved Philadelphia of any duty to defend the HOA against the County's cross-complaint. Eventually, Philadelphia moved for summary judgment against the HOA based on the exclusion.

Holding

The federal district court, applying California law, granted Philadelphia's motion for summary judgment. The policy's "subsidence" exclusion barred coverage for property damage "caused by … subsidence … *resulting from operations of the named insured* …." According to the court, the HOA's "operations" included maintaining the HOA's common areas such as irrigation systems, drainage systems, landscaping, etc. Those "operations" in turn, allegedly led to the landslide that caused the property damage claimed by the County. All of the theories that the County alleged against the HOA were dependent upon the HOA's "operations," and thus fell within the Philadelphia policy's "subsidence" exclusion. As such, Philadelphia had no duty to defend or indemnify the HOA against the County's underlying cross-complaint.

Comment

In an earlier case, *City of Carlsbad v. Insurance Company of the State of Pennsylvania* (2009)180 Cal.App.4th 176, a California state appellate court upheld an arguably broader, simpler "subsidence" exclusion. The subsidence exclusion in *City of Carlsbad* applied to "any property damage arising out of land subsidence *for any reason whatsoever*."

In the above *Lakeside Heights Homeowners Association* case, the subsidence exclusion was perhaps narrower in that it only barred coverage for property damage caused by "subsidence … *resulting from operations of the named insured or any subcontractor of the named insured*." Nevertheless, according to the federal district court, all of the claims against the insured involved subsidence that allegedly resulted from the insured's "operations." As such, the exclusion defeated any potential for coverage.

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