CAIIA Status Report

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January 2017

Mold Exclusion & Duty to Defend
Credit to Smith, Smith & Feeley, Newport Beach, CA

A commercial general liability policy's "mold" exclusion did not relieve an insurer of a duty to defend its insured, a general contractor, against a lawsuit alleging property damage resulting from both water intrusion and mold. (*Saarman Construction, Inc. v. Ironshore Specialty Insurance Company* (2016) --- F.Supp.3d ---- 2016 WL 4411814)

Facts

The Westborough Court Condominiums is a condominium project that was built in the late 1990's. Following completion, the project experienced significant problems with water intrusion. The Westborough Court Condominiums Homeowners Association thus hired Saarman Construction, Inc. to perform repairs at the project.

John and Stella Lee owned a unit in the condominium development, and the Lees leased their unit to Tiffany Molock. Later, Molock filed a state court lawsuit against the Lees and the HOA. In her complaint, Molock alleged that the Lees and the HOA were responsible for various problems with the unit, including mold, plumbing leaks, and water intrusion.

The Lees and the HOA in turn filed cross-complaints for indemnity against Saarman. The Lees and the HOA both alleged that Saarman had negligently performed repair work at the condominium project, resulting in water intrusion and water damage that contributed to mold growth.

Saarman was the named insured on a commercial general liability policy issued by Ironshore Specialty Insurance Company. The policy provided in relevant part that Ironshore would indemnify Saarman against damages because of bodily injury and property damage not otherwise excluded, and that Ironshore would defend Saarman against any suit seeking covered damages. Ironshore declined to defend Saarman in the lawsuit, based in part on a "Mold, Fungi or Bacteria Exclusion" endorsement in the policy. That endorsement provided that the policy did not apply to "to any claim, demand, or *'suit' alleging*" bodily injury or property damage "arising out of, *in whole or in part*, the actual, alleged, or threatened discharge, inhalation, ingestion, dispersal, seepage, migration, release, escape or *existence of any mold*, mildew, bacteria or fungus, or any materials containing them, at any time." Italics added.

Following Ironshore's refusal to defend Saarman, Saarman filed a federal court lawsuit against Ironshore for breach contract and bad faith. Saarman then moved for partial summary judgment that Ironshore had a duty to defend Saarman in the underlying state court lawsuit.

Continued on page 4

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Inside this issue…..

Mold Exclusion & Duty to Defend	Pg. 1
President's Message	Pg. 2
News from Members	Pg. 3
Howell Update	Pg. 4
Post Verdict Brandt Fees	Pg. 6
CCC Announcement	Pg. 8
On the Lighter Side	Pg. 9

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President's Message

PREDICTIONS

Steve Washington

CAIIA President

It is inevitable that before the New Year gets underway or shortly thereafter, we sit down (or maybe we're standing with a cocktail in our hand) and do some predicting. Some predictions are good and some are not so good. It depends on one's point of view; optimist, realist, whether you're a person of faith or hope or maybe, whether you see the glass half full or half empty. The correct prediction depends on factoring in a number of things, empirical data and statistics and objectiveness and an understanding of how the world works. Making a prediction that comes true, can be very difficult proposition.

The best predictions, but not always the easiest are personal, those that you have some control over. For example predictions about getting in shape, losing weight, saving money, staying out of jail or being a better person. All are fine predictions or resolutions or goals that we set for ourselves. But here I am not talking about these types of predictions…..

Let's go back in time and look at some predictions by some of the finest minds in the world.

In 1865, Jules Vern predicted the Apollo Moon landing in a story, *From the earth to the moon*. He even knew the rocket would launch from Florida, the name of the ship, the correct number of crew members, and the feeling of weightlessness they would experience. In 1885 Verne had no way of knowing gravity behaves differently in space.

In 1885, the US Geological Survey announced that there was 'little or no chance' of oil being discovered in California.

In 1900 a man named John Elfreth Watkins Jr., in *The Ladies Home Journal* predicted we would entirely eliminate mosquitoes and grow strawberries the size of our heads.

In 1968, Paul R. Ehrlich wrote in *The Population Bomb* that the battle to feed humanity has been lost. He stated that by the year 2000 the United Kingdom would be just a small group of impoverished islands and he said "I would take even money that England will not exist in the year 2000."

In 1970 *Life Magazine* claimed by 1985, "air pollution will have reduced the amount of sunlight reaching earth by one half."

How about this one; Hillary Clinton, according to countless prediction models, i.e. polls, will be our next President.

ALERT, weather flash traffic; This will be an El Nino year. Mucho claims for everyone. The Brown Pelicans are flying backwards, the red shrimp have washed onto the beach, water in the Atlantic is getting warmer and the San Francisco seals are barking like dogs.

As you can see prognosticating can be a very difficult business. Here is my prediction, as of this writing 12-15-16. Raiders win the Superbowl, 34 to 31 over the Dallas Cowboys. Now that is one hell of a prediction.

Steve Washington
CAIIA President 2016-2017
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NEWS OF AND FROM MEMBERS

Editor's Note:
Peter Schifrin of SGD, Inc. is active with the Department of Insurance and works tirelessly on behalf of the CAIIA at the state level. Peter sent the notice from the DOI about new restrictions that have been placed on public adjusters. First Party adjusters should take notice of this and handle it accordingly.

STATE OF CALIFORNIA Dave Jones, *Insurance Commissioner*

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NOTICE

TO: Public Adjusters, Insurers and Other Interested Parties

DATE: December 15, 2016

SUBJECT: New Public Adjuster License Law

Note that the Independent Adjusters side was left out of the changes that were previously indicated by the DOI. Thus, for now, no individual licensing of IA's!

Background
On September 29, 2016, Governor Brown signed Senate Bill (SB) 488 (Chapter 833, Statutes of 2016). SB 488 becomes law on January 1, 2017. SB 488 amends the Public Insurance Adjusters Act, Section 15000 et seq. of the California Insurance Code (CIC) to align California law with the National Association of Insurance Commissioner's model act for public adjusters and clarifies other provisions in the public adjuster statutes. You may view SB 488 by accessing the following link: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB488.

Specifically, the amendments to Section 15000 et seq. of the CIC consist of the following:

For public adjuster license applicants:

- Requires 20-hours of prelicensing education that must be met prior to the issuance of the license.
- Exempts non-resident applicants from the prelicensing education and examination requirements if the non-resident applicant's out-of-state license is current or was canceled within 90 calendar days.
- Allows an applicant who resides in another state that does not license public adjusters to designate California as his or her home state.
- Provides that applicants who were licensed as Apprentice Public Adjusters (formally known as Interim Public Adjusters) for 12 months can satisfy the two-year experience requirement.
- Requires that the photographs submitted with the application cannot be older than six months.
- Amends the public adjuster contract language (refer to first bullet under licensees).

For licensees:

- Makes minor revisions to the public adjuster contracts that must be approved by the California Department of Insurance (CDI). The revised contract and the instructions for submitting the revised contracts to CDI are shown on the following link: https://www.insurance.ca.gov/0200-industry/0050-renew-license/0200-requirements/upload/Public_Insurance_Adjuster_Contract.pdf Failure to submit the revised contracts to CDI by the due date of March 31, 2017 will be referred to CDI's Legal Branch.
- Makes minor revisions to the disclosure document that must be provided to the insured prior to signing the public adjuster contract. The revised language for the disclosure document is available at this link: https://www.insurance.ca.gov/0200-industry/0050-renew-license/0200-requirements/upload/DISCLOSURE.pdf

Licensing Hotline (800) 967-9331

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Continued from page 1

Holding

The federal district court, applying California law, held that Saarman was entitled to a defense from Ironshore in the underlying lawsuit. The court thus entered partial summary judgment in favor of Saarman and against Ironshore on the duty to defend issue.

The district court reasoned that in the underlying lawsuit, there were allegations that Saarman had caused water intrusion damage (and hence "property damage") to the condominium unit occupied by Molock. Because those allegations fell within the scope of the policy's basic insuring agreement, Ironshore had the burden of establishing that the policy's "mold" exclusion conclusively eliminated any potential for coverage.

Ironshore argued that the policy's mold exclusion barred coverage not just for "claims" that include mold allegations "in whole or in part," but also for "suits" that include mold allegations "in whole or in part." Ironshore argued that the underlying action was such a "suit," and that the mold exclusion thus relieved Ironshore of any duty to defend Saarman as to the entire underlying "suit."

The federal district court rejected Ironshore's argument. The court acknowledged the seeming conflict between the mold exclusion (which relieves the insurer of any duty to defend a "suit" that includes both mold allegations and non-mold allegations) and California case law (which requires an insurer to defend any "mixed action" that includes both covered claims and uncovered claims). Ultimately, the district court held that Ironshore "cannot contract around California law that requires insurers to defend the entire action if there is any potentially covered claim." The court concluded that, to the extent the mold exclusion purported to bar a defense for "any … 'suit' alleging [property damage] arising out of, in whole or in part, the ... alleged ... existence of any mold," the exclusion was "unenforceable."

The court also noted that under California's "concurrent causation" doctrine, coverage can exist when an insured commits two negligent acts – one covered and one uncovered – that combine to cause one loss. Here, Saarman's alleged conduct potentially involved a "single negligent act" that resulted in "two categories of damages – one category that is covered [i.e., water intrusion damage] and one category that is not covered [i.e., mold damage]." According to the court, California law prevents an insurer from escaping a duty to defend a mixed action simply because the insured's negligent act happens to result in both covered and uncovered damage. Thus, Ironshore had a duty to defend Saarman in the underlying lawsuit "for both the covered water damage claims and the non-covered mold damage claims."

Update to Howell on 5 Year Anniversary

Credit to: Tyson & Mendes, La Jolla, CA

This fall, Tyson & Mendes celebrated the five-year anniversary of the California Supreme Court's decision in Howell v. Hamilton Meats, a case tried and argued through the appellate courts by Founder and Managing Partner Bob Tyson. (Howell v. Hamilton Meats & Provisions, Inc. (2011) 52 Cal.4th 541). Howell changed the California litigation landscape by holding an injured plaintiff is allowed to recover as medical damages the lower amount paid by health insurance in satisfaction of their medical bills, not the inflated amount doctors and hospitals bill to health insurance companies. To commemorate Howell's fifth year, we compiled our top five lessons to keep down damages in California.

1. Howell Protects All Consumers

Following the Howell decision, the San Diego Union Tribune published an article about the case. (You can find the article here.) As predicted, Howell has saved insurers and defendants billions of dollars across litigated and pre-litigation claims.

Over the past five years, we have also learned Howell has broader implications than originally anticipated. The case has served to protect not just insurance companies and defendants, but also consumers as a whole.

Since Howell, the federal government has reformed the American health care system through the Affordable Care Act. The nation has moved toward a more reliable, predicable formula where consumers are ensured coverage and health care costs are more predictable. Americans understand what a hospital or doctor charges is a lot more than what providers accept as payment in full. As we discuss health care costs with jurors in voir dire, they regularly acknowledge the fair and reasonable value of a health care service is not the full amount they see on their medical bill. Continued on page 5

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Continued from page 4

While some predicted Howell would ultimately keep victims and their attorneys from fair payments for their injuries, the case has actually had the opposite effect. Howell stands in California has a method for evaluating the reasonable value of medical expenses and paying that fair value to injured plaintiffs. The case stands as a tool to determine the reasonable value of medical care in today's "upside-down world of health care billing, where different payers pay different prices for the same services[.]" (Moore v. Mercer (2016) 209 Cal.Rptr.3d 101, 103–04). Under Howell, plaintiffs and plaintiffs' attorneys no longer recover a "windfall" for full medical bills they are not required to repay. When insurance companies pay only the reasonable value of plaintiff's treatment in indemnity payments, California consumers benefit from lower premiums.

2. Howell Applies to More than Private Health Insurance Payments

Following the decision, appellate courts extended Howell's reasoning to limit plaintiff's recovery to payments made by Medicare (Sanchez v. Strickland (2011) 200
Cal.App.4th 758; Luttrell v. Island Pacific Supermarkets, Inc. (2013) 215 Cal.App.4th 196), Medi-Cal (Sanchez, supra, 200 Cal.App.4th 758), and Workers' Compensation (Sanchez v. Brooke (2012) 204 Cal.App.4th 126). The amounts paid by any of these entities in satisfaction of plaintiff's medical bills is the maximum plaintiff is allowed to recover for past medical damages.

Courts also extended the Howell rule to apply to future medical expenses. "Evidence of the full amount billed for past medical services provided to plaintiffs . . . cannot support an expert opinion on the reasonable value of future medical services." (Corenbaum v. Lampkin (2013) 215 Cal.App.4th 1308, 1331).

Finally, Howell applies to non-economic damages. Full billed amounts are not relevant to a jury when determining the value of plaintiff's pain and suffering. In other words, "evidence of the full amount billed is not admissible for the purpose of providing plaintiff's counsel an argumentative construct to assist a jury in its difficult task of determining the amount of noneconomic damages and is inadmissible for the purpose of proving noneconomic damages. (Corenbaum, supra, 215 Cal.App.4th at 1333). In this way, Howell has also reduced jury awards for pain and suffering.

3. Designate a Medical Billing Expert

Since the Howell decision, plaintiffs' attorneys have used extreme tactics in an attempt to circumvent the "paid" rule and recovery full billed amounts at trial. In today's personal injury arena, plaintiffs often receive medical treatment on a lien basis. In this scenario, plaintiff signs a lien agreement and agrees to become personally liable for their medical treatment and doctors agree to receive payment out of any recovery plaintiff may have in their personal injury suit. Additionally, third party medical financing companies (i.e. "factoring companies") are now often purchasing these liens from doctors and agreeing to hold the risk of collection through trial. To combat these tactics, the defense must designate a medical billing expert.

Howell held "plaintiff may recover the lesser of (a) the amount paid or incurred for medical services, and (b) the reasonable value of the services." (Howell, supra, 52 Cal.4th at 556). When plaintiff has received treatment on a lien basis and there are no payments, the jury's analysis shifts to determining the reasonable value of medical service rendered. (See Bermudez v. Ciolek (2015) 237 Cal.App.4th 1311, 1330–31 ("Conversely, the measure of damages for uninsured plaintiffs who have not paid their medical bills will usually turn on a wide-ranging inquiry into the reasonable value of medical services provided, because uninsured plaintiffs will typically incur standard, nondiscounted charges that will be challenged as unreasonable by defendants.")). Howell explains the reasonable value of medical services is "ordinarily its 'exchange value,' that is, its market value or the amount for which it could usually be exchanged[,]"
which varies across payors. (Howell, supra, 52 Cal.4th at 556, 562 (applying section 911 of the Restatement)). Recent cases have held under certain circumstances an uninsured plaintiff is allowed to introduce evidence of full lien amounts and may recover full lien amounts at trial. (See Bermudez v. Ciolek (2015) 237 Cal.App.4th 1311; Uspenskaya v. Meline (2015) 241 Cal.App.4th 996; Moore v. Mercer (2016) 4 Cal.App.5th 424).

When the jury is charged with determining the reasonable value of the medical lien treatment, the defense must have a medical billing

Continued on page 7

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Post Verdict Brandt Fees

Credit to: McCormick & Barstow, Fresno, CA

***Nickerson v. Stonebridge Life Ins. Co.* (2nd Dist. Ct. App. 2016) ___Cal. App. 4th ___, 2016 DJDAR 11028, Case No. B234271**

UNDERLYING CLAIM

Nickerson was injured when he fell from the wheelchair lift on his van. After being hospitalized for 109 days, he made a claim under an indemnity benefit policy issued by Stonebridge which provided for benefits of $350 per day for hospital stays made necessary by a covered injury. Stonebridge determined, without consulting Nickerson's treating physicians, that the hospitalization was only medically necessary for 18 days and issued payment of $6300 representing 18 days and $150 for a visit to the emergency room.

Nickerson filed suit alleging breach of contract and breach of the covenant of good faith and fair dealing. The parties stipulated before trial that the issue of Brandt fees would be decided by the trial court in the event of a judgment in favor of Nickerson. Therefore, no evidence of fees or costs was presented to the jury. The trial court issued a directed verdict on the breach of contract claim and awarded $31,500 in unpaid benefits. On the bad faith claim, the jury awarded $35,000 for emotional distress. It also determined that Stonebridge had engaged in fraudulent conduct and awarded $19 million in punitive damages. The court then awarded $12,500 in Brandt fees as stipulated by the parties. Stonebridge moved for a new trial claiming that the punitive damages award was excessive as compared to the compensatory damages. The trial court agreed and granted the new trial motion unless Nickerson agreed to a reduction of the punitive damages award to $350,000. In so deciding, the trial court considered only the $35,000 in compensatory damages awarded by the jury and refused to consider the Brandt fees awarded post verdict. Nickerson rejected the reduction and appealed the new trial order. The appellate court affirmed, determining that when Brandt fees are awarded by the trial court after the punitive damages are awarded, they should not be included in determining the constitutionality of the punitive damage award. The California Supreme Court granted review.

THE CALIFORNIA SUPREME COURT'S RULING

In reversing the decision of the Court of Appeal, the California Supreme Court first agreed with the premise argued by Nickerson that *Brandt* fees are ordinarily included as compensatory damages for purposes of analyzing the second guidepost of *BMW of North America, Inc. v. Gore* (1996) 517 U.S. 559, namely the ratio between compensatory and punitive damages. Stonebridge argued that the procedure caused the jury to act irrationally and it was up to the court to "suss out" the irrationality by applying the second *Gore* guidepost. The Court disagreed, noting that since "the *Gore* guideposts are designed to govern post-verdict judicial review of the amount of a jury's award, and not the adequacy of the jury's deliberative process, there is no apparent reason why a court applying the second guidepost may not consider a post-verdict compensatory damages award in its constitutional calculus." As such, the court concluded that there was no reason to exclude the fees from the constitutional analysis and a failure to consider the fees would be to overlook a substantial component of the harm suffered by the insured. The court remanded the case to the Court of Appeal for further proceedings consistent with its ruling.

EFFECTS OF THE COURT'S RULING

The decisions by the California Supreme Court and the Court of Appeal on remand clear up any ambiguity over whether *Brandt* fees awarded post verdict can be considered in determining whether a punitive damages award is excessive when compared to the compensatory damages award. There had been some question about this issue in light of two California appellate court decisions: *Major v. Western Home Ins. Co.* (2009) 169 Cal. App. 4th 1197 [holding Brandt fees properly considered in determining ratio between compensatory and punitive damages] and *Amerigraphics, Inc. v. Mercury Casualty Co.* (2010) 182 Cal. App. 4th1538[trial court held to have properly excluded post verdict *Brandt* fees in determining the compensatory damage award.] The Supreme Court's decision in *Nickerson, supra* and the present opinion establish that post-verdict Brandt fees should be considered.

Continued from page 5

expert to provide the reasonable value to the jury and fight plaintiff's inflated medical liens. A defense medical billing expert will audit plaintiff's medical bills, assess what doctors accept as payment in full from private health insurance, government programs, and selfpay patients, and provide the jury with the reasonable value of plaintiff's medical treatment based on the market rate. Without a medical billing expert, the defense may be stuck at trial with only evidence of plaintiff's full lien amount. A medical billing expert will explain the jury why a much less amount is reasonable for plaintiff's treatment.

4. Do Howell Discovery

In light of plaintiff's new lien tactics, discovery to identify the defense Howell number must begin early. Propound Special Interrogatories and Requests for Production to the plaintiff to determine the availability of health insurance and the existence of any lien treatment early on. Subpoena plaintiff's medical providers and facilities to obtain copies of plaintiff's medical billing records, any lien agreements, and the sale of any lien agreements to third party medical financing companies.

Depose plaintiff's doctors and persons most knowledgeable from the doctors' billing departments regarding the reasonable value of plaintiff's medical care. Specifically, the defense must gather evidence of what these providers accept as payment in full from various payors, including private health insurance, government payors, workers' compensation, and cash pay patients. These various payments will help determine the reasonable value of plaintiff's care based on the market rate for these services.

5. Argue Howell at Trial

The defense must vigorously argue Howell to combat plaintiff's full lien amounts and preserve the trial record for appeal, if necessary. The defense must file motions in limine to prevent plaintiff from introducing evidence of the full lien amounts and full billed amounts relating to plaintiff's past and future treatment at trial. When plaintiff's counsel attempts to introduce full lien amounts at trial, object! Defense arguments should come back to Howell – full lien amounts do not represent the reasonable value of plaintiff's treatment and are, therefore, not recoverable.

Happy New Year!

Here is a little bit of trivia for you:

New Year popularly termed as Old Year's Day or Saint Sylvester's Day is celebrated on the December 31st and is known as New Year's Eve. New Year resolution is nothing but an age-old tradition which has been followed over a long time. Some people take these resolutions seriously whereas some just promise but do not complete their resolution. As per the Gregorian calendar of Christendom, New Year's Day marks the Feast of the Naming and Circumcision of Jesus. On this day, people also follow and make New Year's resolutions which are not at all taken seriously.

This festival is celebrated all around the globe with a lot of zeal and enthusiasm. New Year is one of the most famous festivals of the year. New Year signifies that finally, the time has arrived to bid adieu to the on-going year and by welcoming the coming New Year wholeheartedly.

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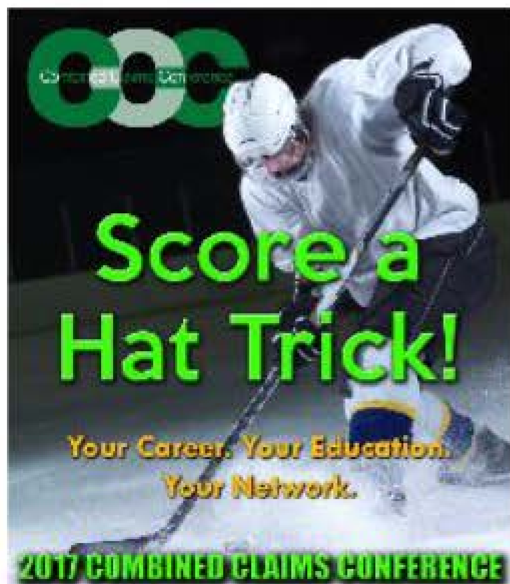

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On the Lighter Side...

No additional words needed…