CAIIA Status Report

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June 2018

The Privette Doctrine Applied to Passive Conduct of the Property Owner

Credit to Tyson & Mendes, La Jolla, CA

In the recent case of *Delgadillo v. Television Center, Inc.*, (2018) 20 Cal.App.5th 1078, the California Court of Appeal, Second District recently examined and refined the *Privette* doctrine. Starting with *Privette v. Superior Court* (1993) 5 Cal.4th 689, the Courts have explained the limitations of a homeowner's liability for work performed on the premises by the employee of a contractor. The *Privette Doctrine* generally holds property owners and general contractors are not liable for injuries to employees of independent subcontractors absent an affirmative act or omission causing injury.

Background

Mr. Delgadillo worked as a window cleaner for a company named Chamberlin Building Services (CBS). Television Center, Inc. (TCI) purchased an existing building and thereafter contracted with CM Cleaning Solutions, Inc. (CMC) to provide cleaning and janitorial services. CMC, on behalf of TCI, solicited a proposal from CBS to wash the building's windows.

CBS and its employees made all decisions about how the window washing would be accomplished. The window washing equipment used on the job was owned, inspected and maintained by CBS. However, in violation of CBS' policy, Mr. Delgadillo attached a safety line to a single connector that was not an acceptable anchor point. The bracket failed and Mr. Delgadillo fell 50 feet to his death.

Mr. Delgadillo's survivors filed a lawsuit against TCI for negligence and negligence per se, alleging that Mr. Delgadillo was fatally injured because TCI failed to install structural roof anchors, as required by several statutes.

TCI moved for summary judgment, contending the plaintiffs' suit was barred by *Privette v. Superior Court* (1993) 5 Cal.4th 689. The trial court agreed and granted summary judgment.

Ruling

On appeal, the plaintiffs attempted to distinguish their case from *SeaBright Ins. Co. v. US Airways, Inc. (2011) 52 Cal.4th 590* ("*SeaBright*") by arguing that because TCI's statutory duty to install roof anchors was not exclusively based upon Cal-OSHA, but was also based on other statutes (e.g., the California Code of Regulations, Health & Safety Code, Labor Code, and certain municipal code sections), TCI owed a nondelegable duty to plaintiffs, thereby precluding application of *Privette*.

Plaintiffs also contended there was a triable issue of fact as to TCI's alleged affirmative contribution to the decedent's death under *McKown v. Wal-Mart Stores, Inc. (2002) 27 Cal.4th 219 ("McKown")* because assuming the roof anchors were "equipment," a jury should decide whether TCI was negligent in providing the unsafe equipment. Continued on page 4

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President's Message

Welcome to June! Based upon the weather we've had so far, we may or may not have summer weather. As we hope for warmer weather and possibly some time off, we need to remember to stay on our game.

So, what does that mean? It can range from

- Making sure your transportation is serviced so it is reliable. Scheduling an appointment and not being able to get there can be a real drag.
- Upgrading your computers. A software update that is unexpected can stop you in your tracks if your computer does not work
- Keeping your continuing education current. It is stressful if you are not able to renew your license or have to scramble at the last minute to get your required CE credits.
- Participating in your local claim associations and the CAIIA. There is a wealth of information to be gleaned from your peers that you will never find in a book.

Paul Camacho

CAIIA President

Please mark your calendars for the CAIIA Annual meeting to be held September 21, 2018 in Berkeley, CA. More details will follow.

We are scheduling our certifications classes for Fair Claim Settlement Practices and Evaluation of Earthquake Practices. Consider participating in this DOI approved class. The lessons are not just in the material presented, but in the participant interaction. We will be sending out the notices by email as the locations are scheduled.

As you know, each month I am asking a past CAIIA President to share their observations of this organization and their views of change. This month I have asked Doug Jackson, who was the CAIIA president in 2004-2005, to write this month's President's message. Doug has continued to stay involved in the CAIIA and is also our webmaster. He started his career in 1977, with Home Insurance Company moving to Prudential Property and Casualty and on from there. We are very fortunate with the time Doug puts in behind the scenes.

Please take the time to reach out to our past presidents to reconnect if you have lost touch. Stay tuned to see who is next!

See you next month!

Paul R. Camacho, ARM, RPA
CAIIA President 2017-2018

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NEWS FROM AND FOR OUR MEMBERS

SAVE THE DATE

The CAIIA is proud to be exhibiting at or sponsoring the following upcoming events:

June 27	**Fair Claims Seminar, Oakland (see registration form)**
August 28-30	**Claims Conference of Northern Ca., Squaw Valley**
September 21	**CAIIA Annual Meeting, Berkeley, CA**

Past President's Message

Since being the CAIIA President way back in 2004-2005, you would think that things would be slowing down for this old guy (body only). However, nothing could be farther from the truth. I am busier than I have ever been after joining forces with SGD, Inc. in 2009. After my wife retired as my business partner at Southwest Claims and helping to make my Presidency one of the most memorable in CAIIA history (only in good ways), my wife raised our granddaughter for 10 years and then got involved in various charitable functions. Fortunately, she took me along on her ride…even if I worked so much that I thought I couldn't do anything more!

Claims adjusting has been mostly replaced with running SGD operations plus Expert Witness, Umpire, and Appraisal work, just in case there wasn't enough to do already. I guess staying involved is what keeps us young and relevant. The industry has changed with technology but I try to remind everyone that insurance agents do not sell a product, insurance claims ad-justers sell the product with every claim we handle properly and professionally. Without good claims people, the insurance product means nothing!

I hope all of you continue to believe in yourselves and the very important product we provide the insuring public. Remember my training guideline that has evolved over the years…handle every claim as though it was your mother's claim. That was updated over the years to "handle every claim as though it was your wife's mother's claim…a much higher standard as all us husbands can attest". (note: ladies, you have to come up with your own guideline because I don't think replacing husband's mother's claim is as powerful as wife's mother's claim)

Douglas Jackson, RPA
CAIIA President 2004-2005

Let's Celebrate Dads !

Continued from page 1

As to the issue of nondelegable duties, the Appellate Court disagreed with the plaintiffs and concluded that although the specific regulations at issue in *SeaBright* arose under Cal-OSHA, "*nothing in the SeaBright analysis or reasoning suggested that the holding is limited to Cal-OSHA 'statutory or regulatory safety requirements*."'
The Appellate Court noted the expansive language of *SeaBright* indicated the Supreme Court intended its ruling to extend to all statutory or regulatory safety requirements. Therefore, the Appellate Court found that, under *SeaBright*, TCI implicitly delegated to CBS its duties under Cal-OSHA and non-Cal-OSHA statutes to provide a safe workplace for the CBS' employees, including Mr. Delgadillo.
As to the plaintiffs' alternative argument, the Appellate Court concluded the relevant issue under *McKown* and the subsequent cases was not whether "equipment" caused an employee's injury, but rather whether the hirer-maintained control over the worksite "*in a manner that affirmatively contributed to the injury.*"
The Appellate Court re-affirmed the holding in *Hooker v. Department of Transportation (2002) 27 Cal.4th 198, 214-215* which noted that "*passively permitting an unsafe condition to occur rather than directing it to occur does not constitute affirmative contribution.*"
The Appellate Court further acknowledged that although TCI arguably "provided" inadequate anchor points for CBS' employees, it did not suggest or request that CBS use the anchor points to wash the windows. Accordingly, TCI's mere failure to provide safety equipment did not constitute an "affirmative contribution" or an "affirmative omission" within the meaning of *McKown*.

Conclusion

The *Delgadillo* ruling both clarifies and expands the *Privette doctrine* by holding a hirer's "passive omissions" will not give rise to liability for injuries to an employee of an independent contractor. The *Delgadillo* ruling also expands the protections afforded under the *Privette doctrine* by holding that safety regulations may be implicitly delegated to an independent contractor with respect to that independent contractor's employees.
As a practice tip, when hiring a general contractor, make sure that contractor dictates how the work is to be performed. Make sure the general contractor and its subcontractors carry workers compensation insurance. Ask for copies of insurance certificates to confirm. Additionally, an express indemnity agreement in your favor as well as being named on the general contractor's and its subcontractors' insurance policies while help limit your exposure.

DOI Press Release

Department grounds Daly City electrician for workers' comp fraud

Electrician arrested after allegedly collecting workers' comp benefits from multiple insurers while working

SAN MATEO, Calif. - Michael Williams, 34, of Daly City, was arrested last week on 21 felony counts of insurance fraud and grand theft after allegedly working for multiple employers while collecting over $85,000 in workers' compensation benefits from two different insurers.
In November 2014, Williams was working as an electrician when he sustained a work-related injury. He filed a workers' compensation claim with the State Compensation Insurance Fund (SCIF) and began collecting temporary workers' compensation benefits.
"Individuals who file fraudulent workers' compensation claims take advantage of a system designed to help honest workers injured on the job," said Insurance Commissioner Dave Jones. "Unscrupulous people cheating the system cost Californians millions of dollars every year in higher premiums through increased rates and higher costs of goods and services. My department will remain diligent in investigating insurance fraud to protect California consumers and businesses."
An investigation by the California Department of Insurance revealed that in March 2015 Williams began working for a different employer, yet continued allegedly collecting payments from SCIF. In May 2015, Williams sustained another work-related injury and filed another workers' compensation claim this time with Travelers Insurance. Between March 2015 and November 2016, Williams allegedly worked for and was paid by three different employers. At one point, Williams was collecting payments from SCIF and Travelers for two different work-related injuries.
To continue collecting benefits, William allegedly misrepresented his level of abilities, earnings and employment status to SCIF and medical providers including providing false statements to his Qualified Medical Examiner to collect permanent disability benefits after the temporary benefits were exhausted. Williams was also charged with grand theft for allegedly using his former employer's credit card for personal expenses including an engagement ring.

Know What's Covered: Cyber Insurance Coverage Turns On Specific Policy Language

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

In an unpublished opinion issued by the Eleventh Circuit in *Interactive Communications International, Inc. v. Great American Ins. Co.* (No. 17-11712, filed 5/10/18), the appellate court found that where an insurance policy covers a loss that "results directly" from a computer fraud, the loss will not be covered where there is a sequence of events between the fraud and the cognizable harm to the insured such that the loss is not immediate or concurrent.

Great American issued a "Computer Fraud" policy to International, Inc. and HI Technology Corp. (collectively "InComm"). InComm sells "chits" to consumers at retailers such as CVS or Walgreens which can then be redeemed by phone for specific monetary value and loaded onto debit cards. Between 2013 and 2014, fraudsters manipulated a glitch in InComm's computerized telephone redemption system, enabling multiple redemptions of a single chit. This scheme resulted in the processing of 25,553 fraudulent redemptions over 1,988 individual chits, and caused InComm to suffer monetary losses in the amount of $11.4 million.

The insurance policy at issue in the case protected InComm from "Computer Fraud" and provided coverage for "loss of, and loss from damage to, money, securities and other property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the premises or banking premises; (a) to a person (other than a messenger) outside those premises; or (b) to a place outside those premises." InComm sought coverage from Great American for its losses under those terms of the insurance policy.

Great American moved for summary judgment which the district court granted on the basis the fraud against InComm was not accomplished through the use of a computer within the meaning of the insurance policy and that InComm's loss did not result directly from the use of the computerized phone system. On appeal, the Court disagreed with the district court's finding that InComm's loss did not result directly from the use of its computerized phone system. Applying a plain meaning of the term "use," the Court determined that the fraudsters interacted directly with the phone system to engage in the duplicative chit redemption – that is, the fraud against InComm was perpetrated through the use of a computer within the terms of the insurance policy.

But the Court also agreed with the district court finding that InComm's loss did not result "directly" from that phone system use. Applying an ordinary meaning of the term "resulting directly from," one act or occurrence must flow directly from another "[following] straightaway, immediately, and without any intervention or interruption." Here, the scheme set into motion a chain of events that ultimately led to InComm's loss, but did not immediately cause that loss. Rather several steps had to occur between the redemption of a chit and InComm's eventual loss of funds as a result of said redemption. Because of that sequence of events, the Court found InComm's loss was temporally remote enough from the original fraud such that it did not result "directly."

While the opinion may be unpublished and issued by the Eleventh Circuit, the case is of note as a potential harbinger of future case law in the area of cyber insurance and courts' interpretation of insurance policies relating to hacking and other cyber-crimes. In those cases, coverage will turn on specific policy language. Businesses need to both assess the potential cyber and fraud risks to their particular business as well as know exactly what their policies say.

A Twist on Howell v. Hamilton Meats

Credit to: McCormick Barstow, Fresno, CA

Pebley v. Santa Clara Organics, LLC

In Pebley v. Santa Clara Organics, LLC (No.B277893, filed 5/8/18), a California appeals court ruled that a plaintiff injured in a motor vehicle accident who sought treatment outside of his HMO was considered uninsured for purposes of determining economic damages, and therefore his medical damages claims did not need to undergo a Howell reduction. In Howell v. Hamilton Meats (2011) 52 Cal.4th 541, 566, the California Supreme Court held that "that an injured plaintiff whose medical expenses are paid through private insurance may recover as economic damages no more than the amounts paid by the plaintiff or his or her insurer."

In Pebley, the plaintiff and his wife were driving home from a camping trip when their motor home developed a flat tire. The couple pulled off to the side of the road but part of their motor home was still in the No.2 lane of the roadway. A "big rig" truck owned by Santa Clara Organics then collided with plaintiff's vehicle at approximately 50 m.p.h. Plaintiff suffered extensive injuries including to his neck and lower back.

Plaintiff sought treatment from an orthopedic spine specialist, Dr. Gerald Alexander, who was purportedly recommended to plaintiff by a social acquaintance. Defense counsel instead posited that plaintiff had actually been recommended to Dr. Alexander by plaintiff's counsel in an attempt to inflate the amount of economic damages and pointed to an article co-authored by one of the plaintiff's attorneys which described receiving out of network care as a way for plaintiffs to increase their economic damages and to avoid the damages reduction imposed by Howell. Regardless, plaintiff decided to pursue treatment with Dr. Alexander although the doctor was not covered under plaintiff's HMO plan with Kaiser Permanente. Dr. Alexander ultimately performed a 3-level cervical fusion surgery on plaintiff.

At the time of trial, plaintiff sought to exclude the following evidence: 1) that plaintiff was insured; 2) that plaintiff sought treatment outside of his HMO; 3) any evidence of what an insurance company may have paid for the services plaintiff received outside of his policy; and 4) evidence that plaintiff obtained treatment on a lien basis. The court excluded all of the foregoing evidence, and also precludedthe defense's medical costs expert from discussing professional services fees because his opinions made reference to insurance. Ultimately,the jury found in favor of plaintiff and awarded him the full economic damages he sought, i.e. the full medical lien amounts.

On appeal the appellate court upheld the trial court's decision on three grounds: 1) an uninsured plaintiff may use medical providers' bills to prove economic damages; 2) an insured plaintiff who elects not to use an available insurance plan will be treated as "uninsured;" and 3) the parties properly engaged in a "wide-ranging inquiry" regarding the reasonable value of plaintiff's medical expenses.

First, the appellate court held that "when a plaintiff is not insured, medical bills are relevant and admissible to prove both the amount incurred and the reasonable value of medical services provided." (Citing Bermudez v. Ciolek (2015) 237 Cal.App.4th 1311,1355.) It further held that while bills are admissible as opposed to costs actually incurred as under Howell, "the uninsured plaintiff also must present additional evidence, generally in the form of expert opinion testimony, to establish that the amount billed is a reasonable value for the service rendered." (Citing Bermudez v. Ciolek, supra,237 Cal.App.4th at1336.)

Second, the appellate court held that "a tort feasor cannot force a plaintiff to use his or her insurance to obtain medical treatment for injuries caused by the tort feasor." While defense counsel asserted that plaintiff had the general duty to take reasonable steps to mitigate his damages, the court held that the appropriate standard for recovery of medical damages is "the lesser of (1) the amount incurred or paid for the medical services, and (2) the reasonable value of the services rendered." (Citing Howell v. Hamilton Meats (2011) 52 Cal.4th 541, 555-56.) The appellate court observed that "[t]here are many reasons why an injured plaintiff may elect to treat outside his or her insurance plan," and that when a "plaintiff chooses to be treated outside the available insurance plan, the plaintiff is in the same position as an uninsured plaintiff and should be classified as such under the law."

Third and finally, the appellate court held that the trial court "permitted a 'wide-ranging inquiry into the reasonable value of medical services provided.'"(Quoting Bermudez v. Ciolek (2015) 237 Cal.App.4th 1311, 1336)The defense experts were allowed to introduce evidence that "the amount the medical facility providers would accept for their services totaled $54,615.56, instead of the $120,876.55 requested by [plaintiff]" and that about "95% of patients who pay for [the expert's] care out of pocket pay about 50% of what he charges." The appellate court observed that"[t]he jury was instructed that '[if] the expert witnesses disagreed with one another, you should weigh each opinion against the others.'" The appellate court held that"[t]he jury presumably followed this instruction and rejected the defense experts' testimony as less credible." (Citing People v. Boyette(2002) 29 Cal.4th 381, 436;People v. Sanchez(2001) 26 Cal.4th 834, 852.)

Heckart v. A-1 Storage
Credit to: McCormick Barstow, Fresno, CA

UNDERLYING CLAIM

Plaintiff rented a storage unit from A-1 for $55 per month. Pursuant to the terms of the rental agreement, plaintiff agreed to release A-1 from liability for damage to plaintiff's property stored at the facility. The agreement required plaintiff to obtain insurance covering any damage to his property at the facility. It further provided that plaintiff could elect to participate in the "Customer Goods Protection Plan" for an additional payment of $10 per month and that doing so would modify A-1's responsibility for loss to the plaintiff's property pursuant to the terms of the protection plan. Under the protection plan, A-1 retained liability for specified losses to the tenant's property while stored within the storage unit, up to $2500. The tenant was permitted to decline participation in the plan but, in such circumstances, the tenant was to provide evidence of insurance within 30 days or the tenant would be automatically enrolled in the protection plan. The plaintiff declined to participate but was automatically enrolled, presumably for failure to provide evidence of insurance.

Plaintiff subsequently brought a putative class action against A-1 and licensed insurance underwriter, broker and agent Deans & Homer claiming the protection plan violated the Unfair Competition Law and alleging misrepresentation and civil conspiracy. It was alleged that the protection plan was a policy of insurance, something A-1 was not licensed to sell. According to the allegations of the complaint, Deans & Homer created the plan and told A-1 that if it sold the plan it could charge a higher amount than that allowed by the California Department of Insurance. Deans & Homer also sold A-1 a storage operator's contract liability policy pursuant to which Deans & Homer would assume liability for losses under the protection plan that exceeded $250,000 per year. Plaintiff alleged that the protection plan functioned exactly like an insurance policy, other than providing less coverage, but that A-1 failed to comply with insurance regulations. Plaintiff alleged that by 2013, A-1 was collecting $1.8 million annually, was paying Deans & Homer $133,000 and was paying $25,000 in claims.

The trial court sustained the defendants' demurrer on the ground that the protection plan was not insurance. The Court of Appeal affirmed. Both lower courts applied the "principal object and purpose" test and found that the protection plan was merely incidental to the principal object of the contract, namely the rental of storage space.

CALIFORNIA SUPREME COURT'S RULING

Plaintiff argued that the protection plan violated the Insurance Code because A-1 was not licensed to sell insurance. The Supreme Court began by addressing Article 16.3 of the Insurance Code entitled "Self Service Storage Agents" which provides that self-service storage facilities are not to offer insurance unless they first comply with the requirements of the article and have been issued a license. Such a license, under this article, would enable the facility to act as an agent for an authorized insurer with respect to certain types of insurance. The Supreme Court noted that these provisions indicate that Article 16.3 addresses licensing of self-storage facilities to act as agents on behalf of licensed insurers. However, the complaint did not allege that A-1 was acting as an agent for an insurer. Although Deans & Homer assisted A-1, it did not provide insurance to renters. As such, the regulations applying to self-service storage facilities acting as agents did not apply to the protection plan.

The court next addressed the "principal object and purpose test." Section 22 of the Insurance Code provides a definition of "insurance" and courts interpreting this section have required two elements to characterize a contract as insurance: "'(1) a risk of loss to which one party is subject and a shifting of that risk to another party; and (2) distribution of risk among similarly situated persons. [Citations.]'" The protection plan satisfied this test by shifting the loss to A-1 and distributing the loss among all protection plan purchasers. However, as the Supreme Court noted, not every contact meeting these criteria amounts to insurance. If the contract "is not the business of insurance, it is outside the scope of state regulation of the insurance industry. [Citation.]"

To make the determination of whether a contract is subject to insurance regulation, courts consider "'whether, looking at the plan of operation as a whole, "service" rather than "indemnity" is its principal object and purpose.' (Citation.)" In concluding that the principal purpose of the contract was the rental of the storage space, the Supreme Court referred to various factors, including the fact that the contract shifted the risk from the renter to the owner as opposed to a third party, A-1 assumed risks only associated with property stored in the rented unit, the protection plan was both dependent on the rental agreement and was optional, the protection plan only extended to risks over which A-1 had some control, and the $10 charge for the protection plan was significantly less than the $55 charge to rent the space. In affirming the judgment, the Supreme Court summarized its holding, as follows: "the Protection Plan does not constitute insurance subject to regulation under the Insurance Code. The Legislature's enactment of Article 16.3 enables self-storage facilities to act as agents for insurance companies with respect to the narrow category of insurance described in Article 16.3, but it does not prohibit the parties' indemnification agreement set forth in the Protection Plan. Because plaintiff's claims are premised on his contention that the Protection Plan is subject to regulation under the Insurance Code, his claims fail."

EFFECTS OF THE COURT'S RULING

Under the California Supreme Court's ruling in this case, a self-storage facility may, without first obtaining an insurance license, contract to indemnify its tenants for loss or damage to property stored at the facility and charge a "premium" for such shifting of the risk, as long as the principal object and purpose of the contract remains the rental of storage space, and the owner is not acting as an agent of an insurer in selling the agreement to shift the risk. This allows the owners to charge a higher amount for the protection plan than would be allowed under insurance regulations, and also allows them to avoid following other procedures dictated by the insurance regulations.

CAIIA 2018 Educational Event

Evaluation of Earthquake Damage (SEED)

Southern California
May 31, 2018

Embassy Suites Brea *map link*
900 E. Birch Street
Brea, CA 92821

Northern California
June 27, 2018

HSNO Accounting *map link*
1330 Broadway Ste 430
Oakland, CA 94612

SEED Seminar (inc FCSPR) (8 hrs CA CE)

Time:	Registration	7:30- 8:00 AM
	SEED Training	8:00- 5:00 PM
Cost:	CAIIA Member	$ 75.00
	Ins Co Employee	$ 100.00
	Non-Member I/A	$ 150.00

FCSPR Seminar Only (2 hrs CA CE)

Time:	Registration	7:30- 8:00 AM
	FCSPR & SIU	8:00- 10:00 AM
Cost:	CAIIA Member	$ 25.00
	Ins Co Employee	$ 35.00
	Non-Member I/A	$ 50.00

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Breakfast and Lunch provided with SEED Class. Breakfast only for FCSPR

Included in the SEED program is the training and certification required by CCR, Title 10, Chapter 5, Subchapter 7.5.1, Article 1, §2695.40 through 2695.45 and Insurance Code 10089.3. Those regulations set forth the requirements of Insurance Adjuster Training for Evaluating Earthquake Damage as required for all adjusters who evaluate earthquake claims. Recertification required every three years. (CDI#279570 for 8 CE hours) Includes the **FCSPR** and **SIU** certifications.

Questions: Call Richard Kern at (619) 280-7702 or via email at rkern@sgdinc.com

On The Lighter Side…

On a Maternity Room door:
"Push. Push. Push."

At a Car Dealership:
"The best way to get back on your feet - miss a car payment."

Outside a Muffler Shop:
"No appointment necessary. We hear you coming."

In a Veterinarian's waiting room:
"Be back in 5 minutes. Sit! Stay!"

At the Electric Company:
"We would be delighted if you send in your payment on time. However, if you don't, YOU will be de-lighted."

In a Restaurant window:
"Don't stand there and be hungry; come on in and get fed up."

In the front yard of a Funeral Home:
"Drive carefully. We'll wait."

At a Propane Filling Station:
"Thank Heaven for little grills."

In a Chicago Radiator Shop:
"Best place in town to take a leak."

And the best one for last…;
Sign on the back of another Septic Tank Truck:
"Caution - This Truck is full of Political Promises"