Spring 2018

Dear Friends,

Welcome to the latest issue of our *Quarterly Review* newsletter, co-edited by our partners Rex Linder and Mark Hansen, and covering recent Illinois state and federal court decisions of interest to insurers.

Keeping you informed and up-to-date in relevant developments in the law is one of our top priorities. Along those lines, this past May, we wrapped up our 33rd Annual Claims Handling Seminars, which we held in two locations: the Westin Hotel in Itasca, IL, and the Marriott in Bloomington-Normal. In addition to our regular programming on Casualty & Property and Workers' Compensation, we also hosted tracks on Professional Liability and Governmental Law.

It's hard to believe we've been doing these value-added seminars annually for more than three decades and we still draw hundreds of claims professionals. Throughout the history of our firm, it has always been stressed how important it is for us to be a friend to the industry, to be a partner in claims handling, and to do whatever we can to help you in your careers and your day-to-day jobs. These seminars are the culmination of our efforts from throughout the year and give us the opportunity to get to know each other better, so that, together, we are a better team. If you were unable to attend the seminars, but would like the materials, please let me know.


Richard Hunsaker


Bob Bassett


Jennifer Maloney


Brian Connolly

The other piece of news I want to share with you is that the firm officially opened a St. Louis office on April 2. Located in the Peabody Plaza Building on 701 Market Street, the office currently houses four attorneys: Richard Hunsaker (Office Managing Partner), Bob Bassett, Jennifer Maloney, and Brian Connolly. This move is in response to the demand from our growing base of Missouri clients, as well as our national clients who do business in Missouri. The award-winning Peabody Plaza anchors the City Garden in downtown St. Louis. The building offers unmatched corporate visibility and direct views of the Gateway Arch, Kiener Plaza, and Busch Stadium.

If there is anything we can do to help you or your insureds in the Show-Me-State, or the Midwest region in general, please do not hesitate to let us know.

Very truly yours,

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A Regional Midwest Law Firm

Quarterly Review Of Recent Decisions

HEYL ROYSTER

Spring 2018

INSURANCE

Insured's 21-Month Delay In Notifying Auto Carrier Of Accident Voided Coverage

While backing up, the insured's pickup truck bumped into a lady and knocked her down. She had a few scrape wounds on her elbow and knee. After being treated by an EMT, she drove herself home. Twenty-one months later, the insured was sued claiming significant injuries, and for the first time, he notified his insurance carrier. The policy provided the carrier would have no duty to defend the insured unless it was provided with "prompt notice" of the accident. The insurer denied coverage and filed the present declaratory judgment action. Facing opposing summary judgment motions, the trial court held the insured's notice was reasonable under the circumstances.

The Seventh Circuit reversed. Notice provisions are not merely technical requirements but are conditions precedent to an insurer's contractual duties. As a small business owner with two years of college and multiple insurance policies, the insured was sophisticated enough to understand that striking a person with his truck might lead to an insurance claim or suit. Instead of notifying the carrier, he relied on his own assumptions that turned out to be wrong. In so doing, he deprived the carrier of the opportunity to do its own investigation into the accident. His delay of 21 months was unreasonable as a matter of law. *State Auto Property & Cas. Ins. Co. v. Brumit Services, Inc.* 877 F.3d 355 (7th Cir. 2017).

Carrier Not Estopped From Denying Coverage Where It Continued Insured's Defense Under Reservation of Rights

The insured's primary coverage was for $1 million and it had $11 million excess coverage with RSUI. The insured was sued following a grain bin explosion which seriously injured three people and caused $3 million in property damage to the bin. RSUI denied coverage based on an exclusion for property damage resulting from work performed by the insured because liability policies are not intended to provide protection against an insured's faulty workmanship. However, it continued to defend the insured in the underlying litigation after having sent a reservation of rights. The trial court entered summary judgment in favor of RSUI holding the policy did not afford coverage for damage to the bin.

The Seventh Circuit affirmed. It rejected the insured's argument that RSUI should be estopped from asserting lack of coverage because it took over the defense and insisted on handling settlement discussions. Rather, RSUI took steps to ensure it would not prejudice the insured's defense and had properly asserted a reservation of rights. The duty to act in good faith in responding to settlement offers only exists where there is coverage under the policy. *West Side Salvage, Inc. v. RSUI Indemnity Co.*, 878 F.3d 219 (7th Cir. 2017).

Insurer's Exposure Was For Its Policy Limits Following Wrongful Refusal To Defend

Plaintiff was a passenger in a car owned by Perkins and driven by 16-year-old Smith who was not lawfully behind the wheel when she drove into two parked cars. Neither Smith nor her parents had insurance, but Perkins had a policy with Liberty Mutual having $25,000 limits. Plaintiff filed suit in state court against Smith and obtained a default judgment for

$4.6 million. Smith assigned to plaintiff a bad faith claim against Liberty Mutual. Plaintiff then filed suit in federal court against Liberty seeking satisfaction of the judgment. The court concluded Liberty Mutual' s failure to defend or seek a declaratory judgment rendered it liable for the entire tort judgment.

The Seventh Circuit reversed. It noted liability was obvious, and a verdict was going to be entered against Smith for some amount. Therefore, there was no difference between what counsel could have achieved and what actually happened. Had Liberty defended the case, the maximum loss would be $25,000 and the award in the present case could not exceed that amount. Therefore, Liberty was ordered to pay $25,000 plus 9% interest from the time of the state court judgment. *Hyland v. Liberty Mutual Fire Ins. Co.*, 7th Circuit Docket No. 17-2712 (3/15/18).

Carrier Not Required To Defend Additional Insured General Contractor In Claim By Subcontractor's Employee

A subcontractor's employee was injured after falling from a second story scaffold. He sued the general contractor who had been named as an additional insured on the subcontractor's policy. The policy contained an injured employee exclusion, and the carrier refused to defend the general contractor. In this declaratory judgment action, the trial court entered summary judgment for the carrier.

The first district affirmed. The general contractor was insured under the subcontractor's policy. The injured worker was an employee of the subcontractor. Therefore, the general contractor was seeking coverage for injuries sustained by an employee of one of its subcontractors. Consequently, the exclusion applied. *Vivify Construction, LLC v. Nautilus Ins. Co.*, 2017 IL App (1st) 170192.

A Declarations Page That Prints UIM Policy Limits More Than Once Could Be Ambiguous

Plaintiffs Cherry and Taylor were injured when Cherry's vehicle was struck by an under-insured driver. Both plaintiffs settled with the at-fault driver's insurer for policy limits of $25,000. They then filed the present declaratory judgment action contending the defendant's policy provided $300,000 in under-insured motorist coverage claiming it allowed aggregation of liability limits on four vehicles. The trial court disagreed and held UIM coverage was limited to $25,000/$50,000, and therefore, no UIM funds were available because of the earlier settlement with the at-fault driver.

The fifth district reversed. In spite of indication elsewhere in the contract that stacking of policy limits is not permitted, a declaration page that prints the policy limit more than once could reasonably be interpreted as providing a policy limit that is the sum of the printed limits. The present declarations page listed four vehicles with four separate limits of liability which created an ambiguity favoring aggregation of the four vehicles' limits of liability. Therefore, the limits of liability of the four vehicles aggregate to provide $100,000/$200,000 of under-insured motorist coverage. *Cherry v. Elephant Ins. Co., Inc.*, 2018 IL App (5th) 170072.

Anti-Stacking Provisions In Two UM Policies Enforced

Twenty-three-year-old Amber Wood was killed by a speeding hit-and-run driver as she attempted to cross a street. She and her mother, Georgie Busch, were insured under two policies issued by Country Mutual. One policy, with $100,000 UM limits, insured both Georgie and Amber. A second policy, with UM limits of $250,000, insured Georgie Busch. Both policies contained an anti-stacking provision stating their liability limits "under all policies will not exceed the highest applicable limit of liability under any one policy." Country Mutual paid $250,000 and plaintiff filed suit

seeking the additional $100,000 of UM coverage under the other policy. The trial court held the anti-stacking provision was ambiguous and entered summary judgment for the insured plaintiff.

The fifth district reversed. An ambiguity exists if the language is subject to more than one reasonable interpretation, but a court should not strain to find an ambiguity where none exists. It held the policy language clearly limited coverage to the highest limit under any one policy. Dissenting, one justice believed the policy was ambiguous. *Busch v. Country Financial Ins. Co.*, 2018 IL App (5th) 140621.

Supreme Court Affirms Named Driver Exclusion Was Unenforceable In UIM Claim

Plaintiff was injured while a passenger in a vehicle driven by Evans. Plaintiff recovered the policy limits of $20,000 from Evans' insurance carrier. She then filed a UIM claim with her carrier, State Farm. State Farm denied coverage because Evans was specifically excluded from coverage. The trial court entered summary judgment in favor of the insured plaintiff which was affirmed by the first district.

The Illinois Supreme Court affirmed. The issue was whether the named driver exclusion violated mandatory insurance requirements and public policy where the exclusion barred coverage for a named insured. Evans' vehicle was underinsured, and plaintiff sought to recover for injuries under her own policy. A named driver exclusion that bars liability, uninsured or underinsured coverage for the named insured, violated the mandatory insurance requirements and Illinois public policy. *Thounsavath v. State Farm Mut. Auto. Ins. Co.*, 2018 IL 122558.

DAMAGES

Inappropriate Workplace Conduct Did Not Afford Basis For Intentional Infliction Of Emotional Distress

Plaintiff sued her former employer seeking to recover damages for intentional infliction of emotional distress based upon inappropriate conduct of her supervisors. Allegedly plaintiff's boss screamed at her, made references to her weight, told sexual jokes and engaged in similar conduct. The district court entered summary judgment for the employer holding the intentional infliction of emotional distress claim was pre-empted by the Illinois Human Rights Act.

The Seventh Circuit affirmed. However, it went further and discussed what constituted extreme and outrageous conduct. Mere insults, indignities, threats, petty oppressions or similar matters do not amount to extreme and outrageous conduct. Further, liability for emotional distress is even more constrained in an employment context. Personality conflicts and questions of job performance are unavoidable aspects of employment frequently causing concern and distress. Consequently, courts are hesitant to conclude that conduct is extreme and outrageous in an employment context unless an employer clearly abuses the power it holds over an employee in a manner far more severe than the typical disagreements or job-related stress caused by the average work environment. *Richards v. U.S. Steel*, 869 F.3d 557 (7th Cir. 2017).

LIMITATIONS

The Statute Of Limitations Begins To Run On The Day Of The Occurrence When The Injury Is Caused By A Sudden Traumatic Event

As plaintiff was walking through a crosswalk, he was struck by defendant's tow truck causing him to lose consciousness and die the next day. Two years after death, and two years and one day after the collision, a survival action was filed. The trial court dismissed the case based upon the two-year statute of limitations.

The first district affirmed. It denied plaintiff's argument that the decedent was under a legal disability from the time of the accident until his death the following day which would mean suit was timely filed. The statute does not contemplate a representative bringing an action, let alone an action two years after the alleged disability is removed. Only the injured person may bring an action within the statute. *Giles v. Parks*, 2018 IL App (1st) 163152.

CONTRIBUTION

Contribution Verdict Vacated Because Verdict Form Did Not Include Potential Culpability Of Earlier Settling Party

A worker was injured during the construction of a Wal-Mart store. He sued Wal-Mart and two contractors. They in turn filed a third party action against plaintiff's employer. The worker eventually settled with the three original defendants for $5,073,463.71. The employer did not contribute. Trial proceeded on the original defendants' contribution claims against plaintiff's employer. As part of the settlement, one contractor was dismissed from the case and was not included on the verdict form. A jury returned a verdict apportioning fault at Wal-Mart 10%, contractor 38% and plaintiff's employer 52%. The trial court entered judgment on the verdict.

The first district reversed. To determine each contribution defendant's *pro rata* share of the common liability, a jury must be allowed to apportion fault to each party that contributed to the settlement fund including the one who was not a party to the contribution case. As tendered, the verdict form precluded the jury from assigning fault to the contractor who failed to participate in the contribution case. Therefore, it is possible the jury attributed a greater degree of fault to the employer than it would have had it been able to assign fault to that contractor. The case was remanded for a new trial. *Barnai v. Wal-Mart Stores, Inc.*, 2017 IL App (1st) 171940.

Contribution Claim Dismissed Because It Was Not Filed In Underlying Case

A contribution claim arose from a settlement in an Oklahoma state court action against Lloyd's insured, the New England Cryogenic Center. The insured fertilized a woman's egg with sperm from a carrier of a cystic fibrosis gene mutation resulting in the birth of a child with cystic fibrosis. Oklahoma approved the settlement which was paid by Lloyd's, and they filed the present contribution action against the defendant who furnished the sperm. The trial court granted the motion to dismiss because the contribution claim was not filed in the underlying Oklahoma litigation.

The first district affirmed. It interpreted the Contribution Act as requiring the claim to be made by counterclaim or third party action in the underlying case. If the legislature intended to allow contribution claims not filed in the underlying action, it could have done so. The intent was not to create a separate lawsuit placing an additional burden on the parties and court system. *Certain Underwriters at Lloyd's, London v. Reproductive Genetics Institute*, 2018 IL App (1st) 170923.

A Court May Rule On A Good Faith Settlement Without A Precise Determination Of Overall Damages And The Settling Tortfeasor's Proportionate Liability

While under the influence of cocaine, Rodriguez attempted a U-turn on an interstate and collided with plaintiff's vehicle causing it to rotate clockwise. Co-defendant Browder was unable to stop his semi and slammed into plaintiff's vehicle causing severe permanent injuries. Plaintiff settled with Rodriguez for his policy limits of $20,000. He then filed a motion seeking a finding of a good faith settlement advising that the insurance policy limit was his only asset. Browder then filed a contribution claim alleging

Rodriguez was guilty of an intentional act and therefore could not be protected from a contribution claim. The trial court disagreed and made a finding that settlement was in good faith dismissing the plaintiff's claim against Rodriguez and the contribution action. The appellate court affirmed.

The Supreme Court affirmed. It noted there was no authority for the proposition that an accident caused by an intoxicated driver is a *defacto* intentional tort. A court is capable of ruling on good faith without a precise determination of the overall damages suffered by the plaintiff and the settling tortfeasor's proportionate liability. The only limitation the Contribution Act places on a settlement is that it be made in good faith. *Antonicelli v. Rodriguez*, 2018 IL 121943.

PRIVILEGE

Defendant Need Not Disclose Medical Information When He Did Not Place His Mental Or Physical Condition In Issue

Defendant's vehicle struck plaintiff in a crosswalk. Plaintiff filed suit alleging defendant failed to keep a safe and proper lookout and failed to yield to a pedestrian. Plaintiff submitted interrogatories to the defendant asking about his health. He refused to answer the interrogatories asserting a physician-patient privilege. The trial court found that there could be a legitimate reason that some sight problems may have contributed to the accident and ordered defendant to answer the interrogatories. He refused and was held in contempt.

The third district reversed. It noted the privilege is inapplicable in actions brought by or against a patient where the patient's physical or mental condition is at issue. However, mere allegations are insufficient to place a party's health in issue. Here the defendant did not affirmatively place his health at issue, and therefore, did not waive the physician-patient privilege. A plaintiff cannot waive someone else's privilege by merely filing a lawsuit or making certain allegations. *Palm v. Holocker*, 2017 IL App (3d) 170087.

IMMUNITY

City Was Immune Following Plaintiff's Bicycle Injury Caused By Crack In Pavement

Plaintiff was riding his bicycle on the Lakefront Trail, a shared use path that runs along the shore of Lake Michigan. The front wheel of his bicycle got caught in a crack in the pavement, and he fell. He sued the Chicago Park District alleging it acted wilfully and wantonly in failing to maintain the path. The trial court entered a defense summary judgment holding the Tort Immunity Act immunizes local public entities for injuries occurring on recreational property except for wilful and wanton misconduct. The first district reversed.

The Illinois Supreme Court reversed the appellate court and reinstated summary judgment for the defendant. Cracks and potholes in paved surfaces are an unfortunate but unavoidable reality, particularly in climates such as Chicago. It rejected plaintiff's argument that the defendant should have immediately barricaded the path or performed a temporary repair as it had been aware of the condition. To adopt that argument would equate defendant's actions for alleged wilful and wanton conduct to a standard synonymous with ordinary negligence. *Cohen v. Chicago Park District,* 2017 IL 121800.

AUTOMOBILE

Rear-End Defense Verdict Vacated Because Trial Court Admitted Minor Damage Vehicle Photos Without Evidence Of Some Other Cause For Plaintiff's Injury Complaints

Plaintiff's vehicle was stopped at an intersection when it was rear-ended by defendant's vehicle. Plaintiff estimated defendant's speed at 20-25 mph while defendant said her foot slipped off the brake

and simply rolled into the rear of plaintiff's truck. The trial court denied plaintiff's motion *in limine* to bar photos of the vehicles. A pain management physician testified plaintiff had significant cervical injuries causing chronic neck pain. Defendant did not present evidence to contradict that testimony. Although defense counsel did not offer any substantive evidence suggesting other causes of plaintiff's complaints, the jury returned a defense verdict.

The fifth district reversed. The critical issue in admitting vehicle photographs was whether a jury can properly relate the vehicle damage depicted in the photos to the injury without the aid of an expert. At trial, defense counsel provided his own testimony regarding the relationship of damage depicted in the photos to plaintiff's injury. To allow defense counsel to make such an argument without support of any evidence was an abuse of the trial court's discretion. The court also erred in not granting plaintiff's motion *in limine* to bar use of the photos. *Peach v. McGovern*, 2017 IL App (5th) 160264.

PRODUCT LIABILITY

Post Manufacture Alteration Entitles Manufacturer To Summary Judgment

Plaintiff injured her right shoulder while operating an electric pallet jack. She filed strict liability and negligence claims against the manufacturer's wholly-owned subsidiaries and distributors. Experts for both sides found that someone previously inverted the jack's brake cam. Plaintiff's expert opined the brake system was negligently designed in failing to preclude the possibility of someone inverting the cam. The operating manual specifically prohibited operators from performing maintenance on the unit. There was no evidence as to who inverted it. The court rejected the claim of negligent design and entered summary judgment for the manufacturing defendants on both strict liability and negligence claims.

The third district affirmed. It held the inverted brake cam constituted a modification. It further noted the law does not deem manufacturers liable for negligence beyond their control. The manufacturer has no duty to design foolproof products immune from all possible accidents. *Pommier v. Jungheinrich Lift Truck Corp.*, 2018 IL App (3d) 170116.

PREMISES LIABILITY

Landowner's Duty To Child Abrogated If Injury Was Due To An Obvious Danger While Child Was Under The Supervision Of A Parent

Parents, with their five and three-year-old sons, went to a recently-opened Starbucks. As they were leaving, the parents heard their three-year-old son crying and saw that a stanchion used to direct customers had been knocked to the ground. Unknown to the parents, the boys had been hanging on a rope between the stanchions. The three-year-old boy was rushed to the hospital, but his middle finger was amputated. The trial judge entered summary judgment for Starbucks holding it had no responsibility to protect the boy from the obvious danger posed by playing on an unsecured stanchion.

The Seventh Circuit affirmed. If the injury was foreseeable to the landowner, the duty to the child may be abrogated if the child is accompanied by a parent. Responsibility for a child's safety lies primarily with its parents whose duty it is to see that the child's behavior does not involve danger to the child. It is a matter of common sense that serious injury could result from climbing on the stanchions and swinging from the ropes connecting them. *Roh v. Starbucks Corp.*, 881 F.3d 969 (7th Cir. 2018).

Plaintiff's Awareness Of Unstable Leaning Stack Of Insulation That Fell On Him Was An Open And Obvious Condition Entitling Defendant Store To Summary Judgment

Plaintiff and his son went to the defendant's store to purchase rolled insulation. After paying for it, they went to the area where it was kept intending to load it into their vehicle. Plaintiff testified he noticed one stack of insulation did not look stable and that it was leaning. When loading nearby insulation into his vehicle, the unstable stack fell on plaintiff. The trial court granted summary judgment holding the unstable insulation stack was an open and obvious condition.

The Seventh Circuit affirmed. Landowners are not ordinarily required to foresee and protect against injuries from potentially dangerous conditions that are open and obvious. The open and obvious nature of the condition itself gives caution, and therefore, the risk of harm is slight. People are expected to appreciate and avoid obvious risks. Plaintiff contended he was distracted looking away from the unstable stack while loading his vehicle. The court rejected the claim noting the self-created distraction was solely the plaintiff's own creation. *Dunn v. Menard, Inc.*, 880 F.3d 899 (7th Cir. 2018).

Defense Summary Judgment Vacated Based Upon Plaintiff's Momentary Forgetfulness Of Slippery Condition Of Steps

Plaintiff, who resided with his girlfriend in her condo, fell on a stoop and stairs outside her unit. One year earlier, the condo association had put epoxy coating on the area and received subsequent complaints about slipperiness. Plaintiff admitted he was aware of the slippery condition when it rained. Plaintiff sued the condo association and maintenance company for negligence. They in turn filed a third party action against plaintiff's girlfriend seeking contribution alleging she had a duty to maintain the area. The trial court entered summary judgment for the defendants on the basis that his prior knowledge of the slipperiness of the steps made it an open and obvious condition.

The first district reversed. It determined plaintiff's knowledge that the area was slippery when wet did not eliminate the defendant's duty as it was reasonably foreseeable plaintiff might momentarily forget the condition and be injured. Although he had slipped on two prior occasions, it was foreseeable that the hazard would not be "etched" in his mind as he used the entrance on a rainy evening. It affirmed dismissal of the third party action against plaintiff's girlfriend holding there was no evidence that she had knowledge or control of the epoxy work or otherwise was in a position to remedy the slippery condition. *Henderson v. Lofts at Lake Arlington Towne Condo. Ass'n*, 2018 IL App (1st) 162744.

***De Minimis* Rule Did Not Protect Defendant Because Of Aggravating Circumstances**

Plaintiff tripped and fell due to a depression in the asphalt parking lot of a commuter train station. She fractured her humerus and underwent four surgeries and multiple courses of physical therapy. Plaintiff estimated the depression at four inches while experts for both plaintiff and defendant estimated the depression at 1.5 inches. The jury determined plaintiff's damages were $920,000 but reduced by 50% to $460,000 for plaintiff's contributory negligence. However, the jury answered yes to a special interrogatory that asked if the depression had "a vertical difference of 1.5 inches or less." Holding the special interrogatory answer should control the verdict, the trial court vacated the verdict.

The second district reversed. The *de minimis* rule holds that landowners do not have a duty to keep all sidewalks or walking areas in perfect condition at all times as it would create an intolerable economic burden. Cases generally do not allow liability to attach unless the defect is two inches in height absent aggravating

circumstances. The court noted the parking lot had approximately 1,600 parking spaces that would become congested during the evening rush hour. There were only two vehicle exits creating a bottleneck. Plaintiff testified that the parking lot was a "total madhouse" at the time of her accident with people running to their cars causing her to pay attention to everything that was going on around her. Consequently, the court felt aggravating circumstances existed and remanded the case to the trial court with directions to reinstate the verdict. *Bartkowiak v. City of Aurora*, 2018 IL App (2d) 170406).

DRAM SHOP

Tavern Entitled To Set Off Plaintiff's Earlier Settlement With Drunk Driver

Plaintiff was injured when a drunk driver crossed into her lane of traffic striking her vehicle. Previously, the other driver got drunk at defendant's tavern. Plaintiff eventually settled with the driver for his policy limits of $50,000. Plaintiff and defendant then stipulated that damages totaled $61,151.30. Plaintiff asked the court to enter judgment for the full amount of stipulated damages while the dram shop sought a setoff in the amount of the earlier settlement. The court granted the setoff and entered judgment against the defendant for $11,151.30.

The second district affirmed. A plaintiff is entitled to only one recovery for the injuries regardless of the number of causes of action advanced. In a dram shop case, the proper procedure is to allow the jury to decide plaintiff's total damages without reference to any amounts already received in settlement and then reduce the verdict by that amount. As the parties agreed on the amount of damages, it was proper to set off the earlier settlement. When plaintiff settled the claim against the other driver, she was compensated for her single, indivisible injury. *Chuttke v. Fresen*, 2017 IL App (2d) 161018.

We recommend the entire opinion be read and counsel consulted concerning the effect these decisions may have upon your claims —

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