

# 2010 ATLANTA CLAIMS CONVENTION

## “BUILDING A BETTER WORLD”

The Atlanta Claims Convention will be held at the Gwinnett Center on April 14-16, 2010. Work is underway by the convention committee to again ensure another successful event. Candice Kirkpatrick of Proof of the Pudding will be sending letters to the Hospitality Suite holders in December and Candice advises me that she already has some bookings for the 2010 convention. As in the past the exhibitors letter and information will be posted on our web site starting in December. The information from Freeman Decorating will also be posted on our web site enabling our exhibitors to gather all the information they require from one source. We hope to have a record number of exhibitors in 2010.

The Hampton Inn will be our convention hotel. Their rate is \$114/per night and the telephone number is 678-407-0018. The Holiday Inn and the Homewood Suites are backup hotels. The Holiday Inn rate is also \$114/per night and the telephone number 770-476-2022. Homewood Suites rates are \$119/per night and their telephone number is 770-277-1243. When booking your rooms please mention Atlanta Claims Association so you receive our convention rates.

Please feel free to contact any of the convention committee members if you need any additional information.

Rodean Wilson - Chair: 404-300-0943  
Juanita Keltner - Co-Chair: 678-427-1069  
Ginger Ewerth - Co-Chair: 678-473-3920  
Candice Kirkpatrick - Hospitality Suites: 770-813-7657  
Joan White - Exhibitors: 770-442-1317  
Violet Mobley - Ticket Sales: 770-413-4992

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## Georgia Case Updates The First Party Report



*Holder v. Grange*, 2008 U.S. Dist. LEXIS 83146 (M.D. GA. 2008)  
In *Holder*, David Holder purchased a 23-foot, 1991 Grady White Cuddy Cabin fishing boat that he kept at a marina in Fernandina Beach, Florida. Holder was a lifelong resident of Dodge County, Georgia. Holder allowed his friend, David Johnson, to use the boat whenever Johnson wanted. Johnson wanted to become a charter boat captain for a living. Holder informed Johnson that he should obtain charter insurance. But Holder and Johnson gave conflicting testimony about whether Holder authorized use of the boat for charters. Johnson arranged a fishing charter for a customer and Holder's son. During the chartered trip, the boat struck a jetty and was damaged.

State Farm, the boat's insurer, denied coverage, citing exclusions for loss that occurred while the boat was used for any business pursuit or while rented to others. Holder filed suit against State Farm. Based on the exclusionary language contained in the policy, State Farm moved for summary judgment. Holder attempted to defeat the motion by alleging that, because he did not know or consent to the use of his boat as a charter, the exclusions should not apply. The court granted State Farm's motion. According to the court, Holder's testimony was not relevant to the issue. That is, it was immaterial what Holder thought about the trip or that he allegedly told Johnson not to charter the boat. The undisputed fact remained that Johnson chartered the boat on the day of the incident.

### US Money v. American International Specialty, 288 Fed. Appx. 558 (2008)

TierOne Bank Corporation ("TierOne") filed suit against US Money for unpaid mortgage loans. Judgment was entered against US Money in the amount of \$1,625,630.71. USMoney sought coverage from its insurer American International Specialty ("American") and American denied coverage based on a policy exclusion regarding claims arising out of defective title. The trial court granted American's motion for summary judgment. USMoney appealed.

The Georgia Court of Appeals held that American was under a duty to indemnify and defend USMoney against claims of breach of contract and negligent misrepresentation because those claims would have a basis even if valid titles had been involved in the transfers. Therefore, those claims did not "arise out of" the defective title and were not subject to the policy exclusion.

The court further held that TierOne could not have maintained its common law negligence claim without the existence of defective title. Therefore, American was not under a duty to defend USMoney with respect to that claim because the cause of action for negligence "arose under" the existence of defective title and was subject to the policy exclusion.



## In Memory

THOMAS E. MAGILL  
July 13, 1953—October 5, 2009

The Officers, Board of Directors and Members of the Atlanta Claims Association pause to express deep sympathy and condolences to the family of Tom Magill. Tom was a long time member of the ACA and received his 25 Year certificate 3 years ago, and was there in person to receive it, we might add!

He also served on the ACA Board for a number of years. He will be missed and remembered.