



THE DEFENSE LINE

SUMMER 1987

VOLUME 15

THE SOUTH CAROLINA DEFENSE TRIAL ATTORNEYS' ASSOCIATION

NO. 3

LEGISLATIVE UPDATE

The 1987 session fell short of producing the package we hoped for in tort reform but was a success in all other ways. Our Association brought together a diverse group of businessmen and professionals in forming the South Carolina Civil Justice Coalition. Our involvement within the legislature, in testifying before committees and in working with individual legislators, will benefit us in the future, and our speakers program with its related activities brought attention to our Association as spokespersons for the defense bar and its clients.

The eventual stumbling block in tort reform proved to be the Trial Lawyers' refusal to agree with us on an effective modification of joint and several liability. The Coalition agreed to a proposal which provided that a defendant could only be severally liable for his portion of the damages if he were found to be 15% or less at fault, but only if all defendants were given the right to join other persons who were responsible for the accident but were not named as parties by the plaintiff. The Trial Lawyers agreed to this concept while the bill was pending before the House, but eventually refused to agree to the language allowing non-party joinder. Allowing only the plaintiff to decide whose liability would be considered in reaching the 15% threshold would make the other language modifying joint and several liability meaningless. Senator Isadore Lourie offered a last minute compromise which would have achieved our purposes, but the Trial Lawyers refused to sign off on the compromise and the package died in Senator John Martin's subcommittee.

The House-passed version of the tort reform bill will be carried into the 1988 session. Next year is an election year, so we remain optimistic that an acceptable bill will be enacted. We have promised the Coalition our continued support in any way possible.

Other legislation of interest included the automobile insurance package sponsored by Governor Campbell, which passed. Certain legislation which we wanted to kill was killed, such as John Bradley's bill allowing the insured to pick his or her own attorney and Senator Lourie's bill establishing a client/patient privilege for certain mental health care providers. Representative Bradley's bill died in Thomas Huff's General Laws subcommittee, and Senator Lourie's bill remained in his own subcommittee. Unfortunately, both of these bills are expected to be back on the agenda in 1988. We also expect a major reform effort in our state's workers compensation laws.

I would like to thank Ed Poliakoff for his services in chairing the Coalition, and Dwight Drake for his work as chief lobbyist. Both did superb work and are a credit to our organization. Many legislators deserve thanks for their cooperation and hard work. We did not always get our way, but they were more than willing to listen. Particularly helpful on the house side were Representative David Wilkins, his subcommittee chairman Tom Huff, and members of his subcommittee. On the Senate side, Marshall Williams, his subcommittee chairman, John Martin, and his committeemen, worked long and hard with us in our attempt to reach a settlement. Gene Allen deserves

special recognition because the Coalition and our involvement in the tort reform movement was largely his brain child, and his efforts had much to do with putting us on the map. Harold Jacobs made an excellent spokesperson for the Coalition and our Association. Many of our members served on our speakers bureau, including Mark Wall, Theron Cochran, Bill Coates, John Wilkerson, Bob Carpenter, Thom Salane, Sid Connor, and Art Justice. My thanks also go to Earl Ellis who served as Chairman of the Worker's Compensation Legislative Committee, and my apologies to anyone I have inadvertently omitted. Everybody will get another chance in 1988.

Our experiences this year reinforced our position that we must continue to be involved in the legislative process, and to work towards electing representatives who will listen to us on issues which directly affect our association or our clients.

Carl B. Epps, III



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PRESIDENT'S LETTER

Theron G. Cochran

This has been a busy year so far and it is passing rapidly. Several members of our Association have been devoting substantial amounts of time to the work of the Association.

As you are aware, the legislative session recently ended without any tort reform legislation being passed. We were very close to a compromise towards the end of the session, however, we felt that we were having to give up too much for what we were getting in return. Therefore, the decision was made not to compromise further.

Several members of our Association have spent a great deal of time on "tort reform". For that we thank you. I especially want to thank Carl Epps, legislative chairman, for the outstanding job that he has done in that regard. Carl has spent a tremendous amount of time with tort reform and other legislative matters. Even though tort reform did not pass in the Legislature this year, I feel that we made tremendous progress and certainly have a foot hold for the coming year. Also, our Association gained a great deal of "visibility" and "respect" during the past legislative session. This should help us in our future dealings with the Legislature.

Bill Helms, convention chairman for the Asheville meeting, has put together an exciting meeting. Bill Grant and Bill Coates, Program and Seminar chairmen, have a good program planned for Asheville and already have plans underway for our annual meeting. Also, the Program and Seminar Committee is making plans for our Association to sponsor a CLE seminar in the fall through the South Carolina Bar.

Our expert witness file continues to be available to every member and is a tool which each of you should use. Simply contact Association headquarters to verify if the file contains anything on the particular expert with whom you are dealing. Copies of transcripts and other materials can be obtained for just the cost of copies. Also, we encourage you to send information concerning expert witnesses which you have to our Executive Director. It would be helpful if you would provide information concerning the type of expert and the type of case in which the deposition was taken.

See you in Asheville.

TEN YEARS AGO

BRUCE SHAW, Secretary-Treasurer, reported 236 paying members for 1977, a new high for our association. ALLEN RAY, Membership Chairman, and his committee were commended, particularly GENE ALLEN. The Executive Committees of the Defense Attorneys and Claims Management Association met jointly at ALLEN RAY'S beach house in Garden City and finalized a program for the joint meeting for 1978.

The Defense Line is a regular publication of the South Carolina Defense Trial Attorneys' Association. All inquiries, articles, and black and white photos should be directed to Nancy H. Cooper, 3008 Millwood Avenue, Columbia, SC 29205, 252-5646.

RECENT DECISIONS

NO CAUSE OF ACTION IN TORT FOR A WRONGFUL TERMINATION OF CONTRACT

In the case of **Carson vs. GMAC**, U.S. District Judge Falcon Hawkins recently granted defendant's Motion to Dismiss plaintiffs' cause of action for wrongful termination of a dealer financing agreement. Plaintiffs alleged the usually contractual cause of action, but also alleged a tortious cause of action, seeking punitive damages, for "wrongful" termination of contract." Plaintiffs argued, among other things, that all contracts include an implied obligation of good faith which somehow is a separate duty, the breach of which constitutes a tort. The plaintiffs relied upon Section 36-1-203, **Code of Laws of South Carolina** (a portion of the UCC) and the line of cases in South Carolina dealing with wrongful termination of distributor and franchise agreements.

The Court, in upholding a Master's recommendation, decided that the only obligation owed by the defendant GMAC arose out of the contract, and apart from the contract no duty was owed to the plaintiffs. The court cited the recent South Carolina Court of Appeals decision in **Brown vs. South Carolina Insurance Company**, 287 S.C. 47, 324 S.E.2d 641 (S.C. App. 1984) in which the Court held that where the legal duty owed to the plaintiffs arises out of a contract, then the action must be upon contract and not tort. Judge Hawkins said in his Order "the only obligation which GMAC owed to any of the plaintiff arose out of the contract, and apart from the contract GMAC owed no duty to the plaintiffs." Concerning the UCC obligation of good faith, the Court said that a breach of the duty of good faith created by Section 36-1-203 "would give rise to an action upon contract only."

KING, ADMINISTRATOR VS. PROVIDENCE HOSPITAL

In the above case, the plaintiff-appellant appealed from a circuit court dismissal of his Complaint in which he sought damages for the wrongful death of an alleged victim of child abuse. The Complaint alleged that the defendant hospital was negligent in failing to detect and diagnose child abuse and report the child abuse as required by Section 20-7-510, **Code of Laws of South Carolina (1976)**.

The appellant argued that the court should uphold a civil cause of action based both upon common law negligence and as a derivative from the statutory duty to report. In a brief Rule 23 opinion, the court affirmed the dismissal, citing **Whitworth vs. Fast Fare** as authority for the proposition that private causes of action are not to be implied from criminal statutes absent an expression by the legislature of intent to create such cause of action.

INDEPENDENT FIRE INSURANCE COMPANY VS.

ROGER R. DOWDY, DANTE H. TOMASINI, AND UNITED SERVICES AUTOMOBILE ASSOCIATION

Biff Sowell and Christopher Daniels were involved in a non-jury declaratory judgement action before the Honorable King Anderson, Jr. One issue involved in the declaratory judgement was whether the plaintiff could stack underinsured motorist coverage on top of underinsured motorist coverage. Judge Anderson determined that underinsured coverage could not be stacked on top of uninsured coverage. A portion of his Order discussing that particular question is printed below. This issue of stacking underinsured motorist coverage on uninsured motorist coverage is one that should be of interest to the defense bar.

MAY DANTE TOMASINI STACK UNDERINSURANCE MOTORIST COVERAGE ON UNINSURED MOTORIST COVERAGE?

Underinsured motorist coverage and uninsured motorist coverage are mutually exclusive, and one cannot be stacked on the other. The definitions of uninsured motorist coverage and underinsured motorist coverage as set forth in the statutes and case law indicate that the terms are mutually exclusive. Uninsured motorist coverage is defined in S.C. Code Ann. §56-9-810 (1976):

3. The term "uninsured motor vehicle" means a motor vehicle as to which

- there is no bodily injury liability insurance and property damage liability insurance both in the amounts specified in §56-9-820, as amended from time to time, or
- there is nominally such insurance, but the insurance carrier writing the same successfully denies the coverage thereunder, or
- there was such insurance, but the insurance carrier who wrote the same is declared insolvent, or is in delinquency proceedings, suspension, or receivership, or is proven unable to fully respond to a judgement, and
- there is no bond or deposit of cash or securities in lieu of such a bodily injury and property damage liability insurance.

There is no definition of underinsured motorist coverage in §56-9-810 nor a definition of what constitutes an underinsured motorist. However, in §56-9-831, the legislature indicates the purpose of underinsured motorist coverage. That statute provides in part:

Such carriers shall also offer at the option of the insured, underinsured motorist coverage up to the limits of the insured's liability coverage to provide coverage **in the event that damages are sustained in excess of the liability limits carried by an at-fault insured or uninsured motorist (Emphasis added).**

(continued on page 4)

RECENT DECISIONS

In Garris v. Cincinnati Insurance Co., 280 S.C. 150, 311 S.E.2d 723 (1984), the court on two occasions indicated that underinsured motorist coverage was available when damages were sustained in excess of the liability limits carried by the at-fault motorist. The Supreme Court stated:

The language of the statute clearly indicates underinsured motorist coverage is optional coverage provided by an automobile insurance carrier **for instances where damages are sustained by an insured in excess of the liability limits of the at-fault driver (Emphasis added).**

280 S.C. at 153, 311 S.E.2d at 725-26. The Court also stated: Accordingly, we hold that underinsured motorist coverage is optional coverage provided by an insurance carrier **in the event damages are sustained by the insured in excess of the at-fault driver's liability coverage**, recovery therefrom being additional to any recovery from the at-fault motorist, total recovery not to exceed the damages sustained. (Emphasis added.)

280 S.C. at 154, 311 S.E.2d at 725-26.

The language of the statutes and case law is clear. Underinsured motorist coverage is available if the at-fault driver has some liability coverage, but not enough to adequately compensate the injured party. In this case upon information and belief, Roger Dowdy has no liability coverage.

Several other states have considered the issue of stacking underinsured motorist coverage on top of uninsured motorist coverage and have rejected the attempt by an injured party to do so. In **Berg v. Western National Mutual Insurance Co.**, 359 N.W. 2d 726 (Minn. App. 1984), the plaintiff was struck by an uninsured motorist and was seriously injured. After recovery from his own insurer under the uninsured provisions of his policy, he sought to recover underinsured motorist coverage, claiming an adequate offer of underinsured motorist coverage had not been made. He also claimed that if underinsured motorist coverage could be found, it should be made available to him over and above his uninsured motorist coverage. The insured argued:

a policy holder with both uninsured and underinsured motorist coverage, when injured by a tortfeasor with no applicable liability policy, can use his uninsured motorist coverage to collect because the other driver is uninsured, and then can use his uninsured coverage to produce the equivalent of liability insurance for the other uninsured driver and thus collect through his underinsured coverage.

359 N.W.2d at 729

The Minnesota Court of Appeals rejected the insured's argument stating:

Allowing Berg to tap into his underinsured motorist coverage after exhausting his uninsured motorist benefits would be to allow him to convert his underinsured coverage to additional uninsured coverage. Conversion of one kind of coverage into another kind, at the option of the insured, is prohibited. **Myers** 336 N.W.2d at 291; **DiLuzio v. Home Mutual Ins. Co.**, 289 N.W. 2d 749 (Minn. 1980). The same motorist cannot be, at the same time, both uninsured and underinsured; the terms are mutually exclusive

The court noted that the insured was seeking a unitary coverage of uninsured motorist coverage and underinsured motorist coverage but that such coverage would have to be authorized by the legislature, not the courts. The Court stated:

An insured injured by an uninsured motorist may not draw upon his own underinsured motorist coverage to supplement his uninsured motorist coverage after that coverage has been exhausted.

359 N.W.2d at 730.

Similarly, in **Evenchik v. State Farm Insurance Co.**, 679 p.2d 99 (Ariz. App. 1984), State Farm's insured sought to recover underinsured motorist coverage over and above his uninsured motorist coverage. The appellants were injured as a result of the negligence of an uninsured motorist. They argued that since the uninsured motorist had no coverage, that motorist was underinsured, and the new coverage kicked in on top of the uninsured limit to provide additional coverage.

The court reviewed the Arizona statute and rejected the plaintiff's attempt to stack these two coverages, noting:

If there were no such policy, the negligent party was uninsured. Only if such a policy existed could the negligent party be insured and underinsured if the limits were inadequate.

679 p.2d at 104

Furthermore, Dante Tomasini's policy defines uninsured motorist coverage and underinsured motorist coverage, and, as defined, the terms are mutually exclusive. The definition of underinsured motor vehicle includes the following language:

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. Which is an uninsured motor vehicle as defined in the uninsured motorist coverage of the policy.

Under Dante Tomasini's policy, Roger Dowdy is an uninsured motorist, not an underinsured motorist.

An analysis of §56-9-831 leads to the conclusion that underinsured motorist coverage should not be stacked on uninsured motorist coverage. If an insured were entitled to stack underinsured motorist coverage on uninsured motorist coverage, the legislature would not require insurers to offer excess uninsured motorist coverage to their insureds. If an underinsured motorist coverage could be stacked on uninsured motorist coverage there would be no need to have excess uninsured motorist coverage. An insured could purchase excess underinsured motorist coverage and be confident that he would be protected if hit and seriously injured by an underinsured motorist or an uninsured motorist.

EXPERT WITNESS INDEX

South Carolina Defense Trial Attorneys' Association
3008 Millwood Avenue, P.O. Box 11187
Columbia, SC 29211
(803) 252-5646

Name of Expert _____

Address _____

City _____ State _____ Zip _____

Phone _____

Area of Expertise/Specialty _____

Type of Case _____

Case Name _____

Did you consult _____ or confront _____ this expert?

If you consulted this expert, would you consult
him/her again? Yes _____ No _____

Do you have a file on this expert? Yes _____ No _____

Anything significant and/or unusual about expert and/or testimony? _____

Name of Submitting Attorney _____

Telephone _____

ECONOMIC EFFECT OF LAWSUIT CRISIS NO HOAX

Statistics that reveal tremendous increases in the economic effect of lawsuits on the entire U.S. population were recently cited by Henry B. Alsobrook, Jr., a senior partner in the New Orleans law firm of Adams and Reese.

Alsobrook, a member of the Defense Research Institute's Board of Directors and President of the International Association of Defense Counsel, cited the figures in a recent message to Counsel members. He urged them to, "press forward in the new areas of tort reform," in an effort to help stem those increases.

According to Alsobrook, "product liability actions filed in Federal Courts rose seven hundred fifty-eight percent in the last ten years.

The number of tort suits filed in Federal Courts increased by sixty-two percent over that same period of time.

"Over the last ten years, jury verdicts in product liability cases have increased three hundred and seventy percent."

Alsobrook pointed out that the effect goes far beyond statistics, and that it has impacted negatively on the ability of a state to secure industrial growth, caused the curtailment school district athletic programs and medical research and medical services.

The defense trial lawyer said that a recent study commissioned by the State of Louisiana in an effort to find ways to increase the state's industry, "concluded that one of the most important priorities would be tort reform to reduce the cost of worker's compensation and liability insurance." Alsobrook noted that the impartial study was paid for by Louisiana taxpayers.

Alsobrook also believes that the plaintiff bar has, "completely overlooked the impact that the lawsuit crisis has had on our quality of life. Many schools have curtailed, even discontinued, athletic programs for fear of being sued. Similarly, amusement parks, ski resorts and public parks have had to be closed because of the lawsuit crisis." It has also caused a deterioration in the quality of medical care rendered by physicians in this country. "Many physicians no longer deliver babies...and surgeons refuse to perform some life-saving operations because of the fear of lawsuits.

"Our nation has always been known for its excellence in medical research but even this is being hampered and deferred."

The defense lawyer leader called tort reform, "a populace movement and one that will benefit the expectant mother who would like a physician...to deliver her child; the poor and fixed income person who finds medical costs escalating out of control and the school child who would like to participate in sports programs that are no longer available.

"Tort reform is also a method by which job security will be fostered and more jobs created, thus having an advantageous effect on the economy." Tort reform, he said, will benefit the entire population.

TIMELY TIPS

Jerry W. Light, an attorney in Lewisburg, Pennsylvania makes efficient use of his briefcase.

He suggests that attorneys use different colored folders for various materials.

For instance he uses:

1. Orange: Home-bound, business related reading materials.
2. Red: Home-bound rough drafts.
3. Green: Home-bound personal items.
4. Light Blue: Items carried permanently in the briefcase at all times and never removed.
5. Brown: Office-bound, business-related literature which has been read (taken from the orange file).
6. Yellow: Office-bound, marked up rough drafts (taken from the red file)
7. Dark blue: Office-bound, personal items.

With this arrangement, he can lay his hands on particular material quickly without the chance of misplacing documents which could get mixed into the wrong pile. Colored folders make it easier to pick out one from the other. Manila folders could be used for business at hand.

Reform Proposals

Defense trial lawyer leader, Donald F. Pierce of Hand, Arendal, Bedsole, Greaves & Johnston, of Mobile, Alabama, President of the Defense Research Institute, recently advocated reforms in the area of punitive damages, the collateral source, joint and several liability, and contingent fees, which could help achieve relief for some of the problems cited by Alsobrook.

According to Pierce, who recently addressed a meeting of New Jersey defense trial lawyers, "the actual experience of the last few years has been a dramatic increase in assertion of punitive damage claims in case after case where repeated punitive damage awards are clearly inappropriate.

"However, because it is difficult to secure summary disposition (quick resolve) of such matters, the threat of punitive damages can lead to unnecessary additional expenses in defending cases, in additional discovery, and in the size of settlements."

He advocated limiting punitive damage claims in most litigation. The DRI President also advocated: eliminating the collateral source rule, so that evidence of all benefits received by claimants would be admissible and would help a jury to decide how much a plaintiff is entitled to receive. Pierce also expressed the need for limitations on joint and several liability, a concept which can cause defendants who have a very small part of the responsibility for a plaintiff's loss to pay the entire loss; and, control of contingent fees which result in disproportionate compensation to plaintiff's attorneys in many instances.

INTERESTING FACTS CONCERNING THE P/C INSURANCE INDUSTRY IN S.C.

1 - At the end of 1985, there were 593 P/C insurance companies operating in the state, providing some 2,370 jobs. These workers' salaries totaled \$59.2 million. In addition, there were approximately 29,595 agents, brokers and service personnel who helped to provide insurance to S.C.'s citizens.

2 - In 1984, insurance companies doing business here paid approximately \$30.2 million in premium tax and fees. The reported value of S.C. state and municipal bonds held by P/C insurers was \$21.9 million. Holdings of special revenue bonds totaled \$55.4 million.

3 - In 1985, P/C insurance companies in S.C. handled premiums worth \$1.7 billion. Auto insurance for individual car owners accounts for 40% of that amount, with premiums of \$667.6 million. Homeowners insurance generated \$181.3 million of premiums.

4 - The insurance industry also maintains a special market to assure all motorists can obtain insurance; without this market, at least 484,323 automobiles might have gone uninsured. For these risks, \$183 million of premium was collected in 1985 against losses and expenses of \$76.9 million.

5 - There are reported annually 111,000 auto accidents, 8,700 auto thefts, 135,300 robberies, burglaries and larcenies, and 10,600 fires. In 1985, ins. companies incurred losses of \$636.4 million for auto insurance claims and \$144.8 million for home ins. claims. In the latest policy year for which data are available, 81,331 injured workers filed claims for a total of \$118.8 million.

OVERALL, AN ESTIMATED 45,708 PEOPLE DIED ON U.S. HIGHWAYS LAST YEAR, a 4.4% increase from the 1985 death toll. Traffic fatalities had dropped by 1% nationally in 1985. Below is a chart indicating the 1986 U.S. traffic death statistics. Unfortunately S.C. realized a 11.4% increase.

1986 U.S. Traffic Death Statistics

	Deaths	Change		Deaths	Change
Delaware	138	+31.4%	California	4,962	+4.6%
Mississippi	766	+26.6%	Colorado	601	+4.5%
Nebraska	238	21.5%	West Virginia	436	+4.3%
Missouri	1,135	+20.9%	Utah	310	+2.3%
Alabama	1,051	+20.4%	Kansas	492	+2.3%
Maine	238	+15.5%	Idaho	259	+1.6%
Arkansas	600	+12.6%	Connecticut	457	+1.6%
Virginia	1,090	+12.0%	Wisconsin	757	+0.7%
Tennessee	1,231	+12.0%	Florida	2,864	+0.5%
South Carolina	1,057	+11.4%	Ohio	1,585	+0.3%
Oregon	619	+11.3%	Montana	222	-0.4%
North Dakota	100	+11.1%	Louisiana	844	-0.9%
Kentucky	807	10.7%	Massachusetts	721	-1.2%
North Carolina	1,625	+10.5%	Texas	3,503	-2.8%
Arizona	970	+10.1%	Vermont	109	-4.4%
Wyoming	168	+9.8%	Oklahoma	705	-5.1%
Georgia	1,420	+8.3%	Washington	710	-5.8%
New Jersey	1,039	+8.2%	Minnesota	567	-6.3%
Pennsylvania	1,870	+7.8%	Hawaii	117	-6.4%
Maryland	788	+6.3%	Iowa	438	-6.6%
Indiana	1,036	+5.9%	New Mexico	498	-6.9%
Michigan	1,608	+5.0%	New Hampshire	172	-8.5%
Illinois	1,623	+5.0%	Nevada	234	-9.3%
New York	2,024	+4.9%	Alaska	98	-18.3%
South Dakota	134	+4.7%	D.C.	44	-27.9%
Rhode Island	114	+4.6%			

JOINT MEETING PROFESSIONAL, EDUCATIONAL & FUN

The twelfth annual joint meeting of the SCDTAA & the SC Claims Management Association will take place July 30 - August 2 at the Grove Park in Asheville. Many members will be returning and enjoying one of the best benefits of being a part of two marvelous organizations. Many members will be attending the Joint Meeting for the first time. Regardless each member shares a common goal of physical, mental, emotional and moral support of their chosen profession. It is important to take advantage of every opportunity to attend seminars and meetings that will enhance knowledge and understanding and the Asheville Meeting is one of the best.

DEFENSE BAR LEADERS

Carl B. Epps, III

The Twentieth National Conference of Defense Bar Leaders was held in Atlantic City, New Jersey on April 9-11. The safer approach to Atlantic City, it was learned (the hard way), is from the sea. As to the city itself, South Carolinians could probably find greater safety in Beirut.

The program was directed towards legislative activities by defense organizations, principally in the area of tort reform, and was thus a timely topic for us. We were given tips on how to handle the press, and on how to achieve a meaningful impact in the legislature.

I am delighted to report that our Association continues to be at the forefront of all defense attorneys' associations nationally. Our organization's structure, programs, and overall services to our members are as good as anybody's in the country.

SCDTAA REPRESENTED

On May 19, 1987 fifty-seven persons were admitted to the Bar of South Carolina. SCDTAA was visible at the swearing in, as members, along with Nancy Cooper of the staff, greeted the new attorneys. A big thank you to Bill Davies, Tom Mulliken, Mike Pulliam, Mary Gordon Baker and Robert C. Byrd for taking time out of their busy schedule to represent SCDTAA.

NEW FAX USE

As reported before, SCDTAA has expanded its facilities at staff headquarters with the addition of a telecopier and modem. The telecopier and is a Fax machine that allows text and pictures to be sent from one Fax machine to another over the telephone. The modem will let our computer talk to another computer.

The Fax machine can be reached all hours, seven days a week at (803) 765-0860. The modem is available only during office hours 8:30-4:30 E.S.T. Monday through Friday. To connect by modem our phone number is (803) 252-5682. It will be answered by one of our staff who will instruct you to hold while the computer is brought on line.

To better serve the SCDTAA members, it is **now possible for members to send materials over the Fax to any other Fax machines nationwide.** Cost will be \$5.00 plus 80 cents a page. For more information contact Association Headquarters, 252-5646.

TO: CLAIMS MANAGERS

FROM: JOHNNY E. SOSEBEE, CPCU

The Joint Meeting in Asheville has always been a favorite of mine and hopefully yours. I hope you have made plans to attend.

Many companies are now requiring their employees to obtain permission to attend seminars. Questions such as "How is it going to Benefit The Company?" must be answered. Another question is the cost factor. If the cost continues to rise, then I predict a decline in attendance for future years. It is my hope that future Planning Committees will resolve this possible problem before it occurs, so that the benefits will always outweigh the cost.

Since the word benefit has been mentioned, ask yourself "How does my company benefit by my attending this meeting?" The main objective of any Claims Department should be to provide the best service possible to policyholders and the public, while protecting the insurance company's interest by not paying more than is owed under the contract of insurance. It takes a good adjustor or Claims Manager to do this. For a company to survive, it must be staffed with top performers. To have top performers, they must stay involved in Self-Development and continuing education. The Joint Meeting has always promoted the educational point and for that reason, no one should ever have a problem on getting approval to attend.

My thanks to all of the officers and committees in both associations for their work on this meeting.

In closing, I ask each of you to remember the family of C.A. "Whit" Whitaker in your prayers. "Whit" was a long time member of The Claims Management Association. He was manager of The Crawford & Company Office in Florence, South Carolina, and was serving as a Director in The Claims Management Association at the time of his death in May, 1987.

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**SOUTH CAROLINA
DEFENSE TRIAL ATTORNEYS' ASSOCIATION**



CALENDAR OF EVENTS

1987

Joint Defense Meeting	July 30-	Grove Park Inn
SCDTAA & Claims Managers	August 2	Asheville, NC
Federation of Insurance and Corporate Counsel	August 5-9	The Broadmoor
American Bar Association (Annual)	August 6-13	Colorado Springs, Colorado
American College of Trial Lawyers (Annual)	August 8	San Francisco, California
SCDTAA Annual Meeting	November 5-8	San Francisco, California
		Intercontinental
		Hilton Head, SC

1988

International Association of Defense Counsel	January 29-30	The Plaza
Surety Trial Practice Program		New York, New York
American Bar Association (Mid Year)	February 3-10	Philadelphia, Pennsylvania
International Association of Defense Counsel (Mid Year)	February 14-20	Westin LaPaloma
Defense Research Institute (Annual)	February 15-17	Tucson, Arizona
Federation of Insurance Counsel (Summer)	February 17-21	Westin LaPaloma
American College of Trial Lawyers (Spring)	March 6-9	Tucson, Arizona
S.C. Bar (Annual)	June 17-19	Hyatt Regency
Association of Insurance Attorneys	April 6-10	Maui, Hawaii
Defense Research Institute (Mid Year)	July 4-6	Marriott's Desert Springs Resort
Defense Counsel Trial Academy	July 23-30	Palm Desert, California
Federation of Insurance and Corporate Counsel	August 3-7	Omni
American Bar Association (Annual)	August 4-11	Charleston, SC
		Sunburst Hotel
		Scottsdale, Arizona
		The Greenbrier
		White Sulphur Springs, W.Va.
		College Inn Conference Center
		Boulder, Colorado
		Southampton Princess
		Southampton, Bermuda
		Toronto, Canada