

HANDLING UNINSURED & UNDERINSURED MOTORIST CLAIMS

THOMAS A. HERALD



RECENT DEVELOPMENTS

Item 1

EXCLUDED DRIVERS

Item 2

VENUE

Item 3

**ADMITTING THE POLICY
INTO EVIDENCE**

Item 4

**SEVERANCE &
ABATEMENT**



RECENT DEVELOPMENTS

Item 5

**OTHER ACCIDENTS &
HEALTH CONDITIONS**

Item 6

**RECOVERING LOSS OF USE
DAMAGES ON A TOTAL LOSS**

Item 7

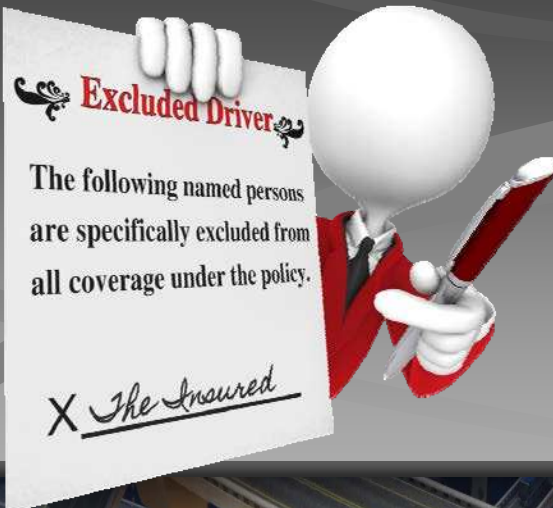
ATTORNEY'S FEES

Item 8

MOTIONS FOR NEW TRIAL



EXCLUDED DRIVERS



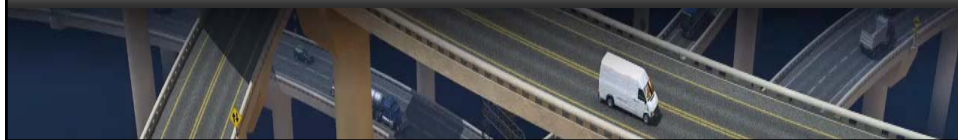
EXCLUDED DRIVERS

Allied North America Ins. Brokerage of Texas, L.L.C. v. Diamond Pump & Transport, LLC,
2015 WL 5172983 (Tex.App.—Eastland 2015)

Fatal collision caused by an excluded driver.

The Court held:

- (1) The insurance policy unambiguously excluded the driver;
- (2) The agent was negligent in securing the policy; and
- (3) Judgment for the insured against the agent to pay:
 - A. The loan that the insured obtained to settle the wrongful death claim and
 - B. Interest on the loan; and
 - C. The insured's attorney's fees.



VENUE



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First appeared as part of the conference materials for the
2016 The Car Crash Seminar session
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