

WINTERIZE FROM PAGE 4



Have someone clean your walks, steps and driveway after a snow storm.

remaining water from freezing and cracking. Always use non-toxic antifreeze rated for plumbing systems.

Keep your home and plumbing warm if your water supply stays on. If you decide against draining your water pipes, keep the furnace running to help ensure the home stays warm and the pipes do not freeze.

- ◆ Set the temperature at 55°F or higher to help keep the interior of the floor and wall cavities, where the water piping is likely located above freezing temperatures. Keeping the room and cabinet doors open also helps heat to circulate and warm the areas where pipes are located.
- ◆ Shut off the water to washing machines and dishwashers where possible to avoid any leaks or broken hoses while you are away. Turn off the heat source and water supply to hot water heaters if it is separate from your boiler.
- ◆ Inspect your home for openings that animals could use to enter. For example, make sure your fireplace flue is closed as bats, birds and squirrels are known to get inside this way. Have a chimney sweep check your chimney for bird nests and other obstructions. If you haven't already done so, install chimney guard screen-caps to keep birds and other critters out of the chimney.
- ◆ Have a friend, neighbor or relative you can trust keep an eye on your home and be available in emergency situations. Give them access to your home so they can regularly monitor heating, electrical and water systems.

MR. MUTUAL FROM PAGE 2

Mr. Mutual says: Gary Metz at North Star Mutual will answer this question. Analyzing coverage; generally, liability insurance policies say "We pay up to our limit all sums for which an insured is liable by law because of bodily injury or property damage caused by an occurrence to which this coverage applies. We will defend a suit seeking damages if the suit resulted from bodily injury or property damage not excluded under this coverage."

Do I have coverage for my legal expenses and damages, if awarded against me? While all claims are subject to facts of the case, based on the facts at hand, there likely is coverage for defense costs and damages, subject to policy limits, if the neighbor should win in court.

Analyzing the legal liability; begins with an analysis of the four elements of negligence which are:

1. A legal duty;
2. A breach of that duty;
3. Damages - in this case bodily injury and;
4. A causal connection between the breach and the damages.

All four elements must be met for a person to be negligent. If even one element is not met, the individual is not negligent. In cases where all four element of negligence are met, there may be defenses such as comparative fault or assumption of risk.

In this case, analyzing each of the elements of negligence would look something like:

- ◆ a legal duty, in this case a duty to warn.
- ◆ a breach of that duty? No, the neighbor was told stay off the ladder because of the danger.
- ◆ Damage, medical bill and lost wages.
- ◆ A causal connection between the breach and damages.

Because there is no breach of the duty, the homeowner is not negligent and therefore cannot be held legally liable. Although the analysis could end at this point, in addition to there not being any legal liability on the part of the homeowner, the case is defensible because the neighbor assumed the risk of climbing the ladder. Again, because the elements of negligence are not met and the assumption of risk argument, the neighbor has an uphill battle bringing his case against the homeowner.

Dear Mr. Mutual: Lightning splintered a tree in my back yard last spring and a big chunk of the tree fell on my fiberglass sailboat which was stored next to my garden shed. The force of the tree chunk falling

on the boat split the bottom of the boat and cracked the deck. Another chunk of the tree damaged the roof on my garden shed. Would either of these losses be covered by my homeowners policy?

Mr. Mutual says: The garden shed is covered. The sailboat is a little more complicated. If it is scheduled under Inland Marine coverage, it is covered. The loss will be settled under an ACV basis. (See above for ACV discussion) If it is not scheduled, there is a limit of \$2,000 for watercraft ON PREMISE.

Dear Mr. Mutual: We went south for a month last winter and while we were away, our neighbors checked on the house a couple of times a week. About two weeks into our vacation, we got an email from the neighbors telling us that the furnace had quit during a really cold period and by the time they discovered it, the pipes in our kitchen and two of the bathrooms had frozen and burst open. There was a lot of damage from the burst pipes and we couldn't live in the house for almost a month while all the damage was repaired, a new furnace installed and the burst pipes replaced. We were able to rent a townhouse from some folks who spend the winter in Arizona. Would the rental cost for the townhouse be covered under our farm policy?

Mr. Mutual says: Mr. Mutual will say yes, with the stipulation that the company will reserve the right to check into local rental rates to be confident it is a fair rate being charged. Also, the time allowed for living in the rental will be what is a "reasonable" amount of time for the repairs to be completed.

LAW FROM PAGE 3

sentence was for life in prison, given his age, Carter almost certainly will die in prison.

As a postscript to these cases, Raimo's suspicion that he was under investigation himself, apart from Carter, proved to be accurate. He was ultimately charged federally in a RICO (Racketeer Influenced and Corrupt Organizations) case as was his crime family superior who had approved Raimo's cooperation with the feds on Carter's murder plan. Raimo did receive some leniency for his cooperation and even his boss got a slightly reduced sentence for his help in Carter's case.

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