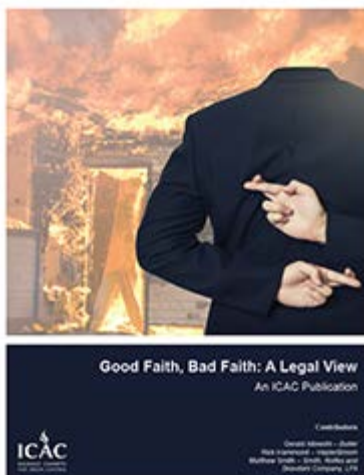


Stay current in news impacting arson training, investigation and control.



Good Faith, Bad Faith: A Legal View

ICAC has released its new publication “Good Faith, Bad Faith: A Legal View” which is now available for download or purchase. The focus of the publication deals with good faith in the context of fire losses, but the information contained in the publication is relevant to claims handling generally.

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Member Spotlight



Spear, Spear & Hamby, P.C.

Spear, Spear & Hamby, P.C.

Licensed in Alabama, Florida, Mississippi, and Tennessee, our attorneys provide experienced and aggressive representation across a broad spectrum of legal concerns with a commitment to achieving the most satisfactory results for our clients. Keeping a trained and watchful eye on the legal horizon, we stay abreast of important judicial decisions and trends so that we can furnish confident, knowledgeable

Case Law

FARMERS MUTUAL INSURANCE COMPANY V. COX

Farmers Mutual’s attempt to recover payment to insured found guilty of arson was challenged by insured on basis that a four-year statute of limitations on Farmers Mutual’s action was tolled during the time that Cox absconded under Neb. Rev. Stat. § 25-214 (Reissue 2008), and therefore, the complaint was timely filed. The court reviewed the circumstances preventing personal service on the insured and upheld the validity of the action by Farmers.

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HENRIQUEZ-DISLA v. ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY

Allstate’s motion to dismiss a claim of bad faith is granted due to insured’s inconsistent statements, the court reasoning that “despite the fact that Allstate’s representative was unable to explain how each of the inconsistencies was material during her deposition, inconsistencies concerning Plaintiffs’ residence at the location, Ms. Pacheco’s whereabouts when the fire broke

guidance to those attempting to navigate the challenges and complexities of law and litigation.

out, and how she learned of the theft, among others, were certainly "relevant and germane to the insurer's investigation as it was then proceeding."

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BOTEE v. SOUTHERN FIDELITY INSURANCE COMPANY

It is undisputed that the property had been vacant for more than thirty consecutive days immediately prior to the fire. Therefore, the only issue is whether arson is encompassed within the "vandalism and malicious mischief" provision to exclude coverage under Coverage A of the Policy, or if the provision is ambiguous.

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