

Legal NEWSLETTER

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This publication is not intended to provide legal advice, but rather insight and awareness into legal issues that we feel could be useful to our clients and friends. Actual resolution of legal issues depends upon many factors, including variations of facts and state and federal laws.



LIFE EVENTS REQUIRE A FRESH LOOK AT INSURANCE COVERAGE

By Attorney Bradley A. Yanke

I recently had the incredibly good fortune of getting married to my wonderful wife, Kat. In addition to the name, address, and health insurance changes that came with this life event, I volunteered to get our auto and homeowners insurance policies and coverages melded and up to date. Since I focus my practice on representing injury victims, as we were updating our policies, I kept an eye out for a number of insurance policy issues that I recently came across in my practice.

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I SIGNED MY WILL, NOW WHAT?

By Attorney Katherine A. Young

Completing your estate plan for the first time is a significant milestone. It means that you have taken an important step forward in planning for your family's future. However, just because you have signed your documents does not necessarily mean your estate plan is complete. There are often a variety of tasks we recommend you complete after signing your documents to ensure your plans are fully realized.

1. Update your Beneficiary Designations.

After signing your estate planning documents, we recommend you review the primary and contingent beneficiary designations you have listed for your various plans and policies. It is often necessary to update these beneficiary designations to ensure such payments will be made to your intended beneficiary and coordinated with your overall estate plan.

2. Prepare a List of Tangible Personal Property Bequests.

This list is separate from your will and may only be used to dispose of tangible personal property (jewelry, household furnishings, etc.), not monetary assets. To be enforceable, the list must describe the items and their recipients with reasonable certainty, and it needs to be signed and dated by you.

3. Prepare and Maintain a Current List of Assets and Liabilities.

We recommend that you regularly maintain a list of all of your substantial assets (home, checking and savings accounts, investments, retirement plans, or otherwise) and liabilities. We also suggest that you maintain a list of your insurance policies, policy



numbers, and the name of the agent for each policy. These lists should be updated at least annually and be kept in a safe and secure location where the person handling your estate knows how to access them.

4. Review and Update your Estate Plan as Needed.

The estate plan which is appropriate for you now may not be suitable in the future. We recommend that you contact your attorney and review your estate plan when any major event occurs in your life (move out of state, divorce/death/marriage, change in the law) that might warrant an update to your estate plan.

These recommendations are general tasks that should be completed in most all estate plans. However, there may also be specific tasks that need to be completed that are unique to your individual estate. Be sure to discuss with your attorney what tasks need to be completed after your estate planning documents have been signed to ensure your estate plan will fully accomplish your goals.

Lawyers Where You Live!

HARASSMENT IN THE HEADLINES, EMPLOYERS IN THE HEADLIGHTS?

By Attorney Brian G. Formella

It is hard to ignore the daily dose of headlines that assert new allegations of sexual harassment or abuse in American society. While the problem of sexual harassment may be analyzed on many levels, sound legal analysis must not be overlooked by employers and employees when considering specific workplace situations.

When sex harassment occurs in an employment setting, the conduct is likely addressed by Wisconsin and federal law. Some forms of harassment may suggest criminal repercussions, although many forms of sexual harassment may not be considered a crime, depending on the circumstances. Given the wide range of sexually inappropriate conduct, it behooves employers and employees to know the law. Sex harassment is a form of unlawful discrimination based on sex.

What should employers do to protect themselves?

- 1. Review your harassment policy to make sure it is up-to-date and has been recently communicated to your employees.**
- 2. Conduct harassment training for management and non-management employees if you have not done so within the past year.**
- 3. If applicable, conduct appropriate harassment training for your organization's board of directors.**



4. Analyze whether your organization has been unintentionally tolerating or ignoring an employee who has a reputation for engaging in inappropriate behavior.

5. If the allegations of inappropriate behavior or harassment in your organization are widespread or involve someone high up in the organization, consider outside legal counsel to assist with your investigation.

It is important to recognize that bad behavior is bad for business, whether or not the conduct is against the law. Consult with your legal advisor to review whether your harassment policies are up to date and whether key employees in your company should have moral turpitude clauses added to their employment agreements to assist the employer in terminating employees who are behaving poorly, even if their conduct does not rise to the level of unlawful harassment under state or federal law.

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Arbitration for Underinsured (UIM) and Uninsured (UM) Motorist Coverage

One of the greatest, if not the greatest, protection that an injury victim has is his or her Seventh Amendment right to a jury trial. If the negligent party's insurer is unwilling to provide fair and reasonable compensation for the injuries and damage sustained, you can seek recourse from a jury of your peers. This is also true if the negligent driver does not have sufficient, or any, insurance and you need to make an underinsured or uninsured motorist claim with your own insurance company.



However, the Seventh Amendment protection is disappearing in some automobile insurance policies that include provisions that require arbitration for uninsured and underinsured motorist claims. As a result, if the injured person and his or her insurance company cannot agree as to whether UIM/UM coverage applies or the amount of damages, rather than a jury of your peers deciding the issues, a group of arbitrators (usually three) decides the issues.

It is easy to pass this issue off as an "only lawyers read the insurance policy" type of issue. However, depending on the issues and type of injuries, having your claim limited to a three-person arbitration body with limited discovery, limited evidence and limited appellate

review could have a huge influence on your injury claim. Unfortunately, by the time a lawyer reads your insurance policy, it is often after the injuries have occurred, and it is too late for the injured party to make an informed choice.

Breed Restrictions and Limits for Dog Bites

In Wisconsin, there is statutory liability for an owner, harbinger and keeper of a dog when a dog bite occurs. Normally, insurance coverage for this type of incident falls under a homeowner's or renter's insurance policy. Just as all UIM/UM policy provisions are not written the same, not all policy provisions involving dog bite liability are the same. There are a number of insurance policies in Wisconsin that limit, or completely exclude, coverage for certain dog breeds.



Some insurance policies exclude coverage for bodily injury or property damage caused by what the policy defines as prohibited or excluded breeds of dogs, including mixed breeds. If not excluded, some policies limit the amount of insurance to an amount that is much lower (e.g. \$25,000 or \$10,000) than the policy's normal liability limit. As such, if you or your family owns a dog, make sure to check your policy for any dog breed restrictions or limitations of coverage. Fortunately, my new married life includes only a teacup Chihuahua, which I have yet to see listed as an excluded breed.



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