



AIR CRASH VICTIM RECEIVES RECOVERY

On May 7, 1994, Janna Knox was a passenger in a single engine aircraft. It was her first experience in a small aircraft.

Unfortunately, the pilot began experiencing problems with the aircraft stalling. While flying low over a beach, the pilot made an emergency landing. Upon landing, the plane flipped over, suspending both Ms. Knox and the pilot upside down. The pilot was able to unfasten his seatbelt, but was not able to free Ms. Knox from her's. The plane then caught on fire. Ms. Knox was eventually freed from the plane, but not before suffering extensive burns to her lower torso.

Ms. Knox was first taken to a hospital in the Florida Panhandle and then to the University of South Alabama Medical Center where she remained a patient for one month. It was determined that

she suffered second and third degree burns to approximately 35 percent of her legs and buttocks.

One of the most significant injuries that a burn victim experiences is post-traumatic stress associated with the horror of being burned. Because of her significant post traumatic stress, Ms. Knox was unable to continue her work as a nurse. She had also been attending classes to obtain a masters degree as a nurse practitioner, but was unable to return after the crash.

The carrier insuring the plane attempted to settle Ms. Knox's case for an amount less than the \$100,000 policy limit. The carrier offered only \$85,000, despite the fact that Ms. Knox' medical bills were in excess of \$100,000.

Ms. Knox sought the assistance of an attorney in Pensacola who brought suit on her behalf. In the fall of 1998, the case was referred to Chris Speed to evaluate whether the insurance company had acted in bad faith, and whether there was potential recovery in excess of the \$100,000 policy limit.

At mediation, Mr. Speed effectuated a settlement on Ms. Knox's behalf in the amount of \$1.1 million - \$1 million more than the policy limit.

There is a law in the state of Florida which requires insurance companies to make good faith attempts to resolves cases. It is the duty of an insurance company to protect its insured. If it fails to do so, additional liability can become the responsibility of the insurance company. In this case, the insurance company subjected themselves to the additional \$1 million exposure. Had the insurance company acted properly, they could have settled for the \$100,000 and avoided four years of litigation. ♦