

TRANSNEWS

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Volume 25

Trans-News is a newsletter for our customers dedicated to bringing you useful and timely information about safety, loss control, insurance and industry issues.

Please contact us with any questions, comments and ideas!

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SAFETY TIPS

Volume 23

High Blood Pressure & Your Health

They call high blood pressure, or hypertension, the silent killer for a reason. You can't feel it or see it, and without a special instrument to measure it, there is no way to know you have it. Perhaps that's why studies find that about 30 percent of those with high blood pressure don't even know they have it.

But let high blood pressure go unchecked and you could end up with a heart attack or stroke. It can contribute to the buildup of gunk in your arteries and even result in kidney damage. Overall, high blood pressure affects about one in three American adults and is responsible for about 11 percent of deaths every year.

High blood pressure is more prevalent in African Americans, who also tend to develop it earlier and have much higher levels. It's also more prevalent in

women than men after age 45, and in women who take oral contraceptives, particularly if they're overweight or older.

Blood pressure is the amount of force your blood exerts against the walls of your arteries. Think of it as water gushing through a hose. If the hose is clean and flexible, the water moves through easily. But if it becomes clogged with gunk (as your arteries can), or stiff from being left outside all winter (as your arteries do as you age), the water has a hard time making its way through the tube, and pressure from the slowing stream builds. This pressure can cause a clot to break loose, leading to a stroke or heart attack; can damage the artery walls so cholesterol and other gunk get an easier toehold; or can wear out your heart, because it has to pump harder to get blood to the rest of your body.

Know Your Numbers

Blood pressure has two measurements: the systolic, or top number, and the diastolic, or bottom number. The systolic represents the pressure when your heart beats to push blood out; the diastolic measures the pressure in the arteries between heartbeats. A blood pressure reading is expressed verbally as "120 over 80." Here's a look at blood pressure ranges:

- Normal: 119 mm Hg systolic or below and/or 79 mm Hg diastolic or below.
- Prehypertension: 120 to 139 mm Hg systolic and/or 80 to 89 mm Hg diastolic.
- Stage 1 hypertension: 140 to 159 mm Hg systolic and/or between 90 and 99 mm Hg diastolic.
- Stage 2 hypertension: 160 mm Hg or above systolic and/or 100 mm Hg diastolic or more.

Prehypertension: A Warning Sign

Prehypertension is a warning sign that you're on the brink of tipping into hypertension. Prehypertension is more common in people who are overweight or obese, and in those under 60 (probably because prehypertension has already turned into hypertension in older people). Studies find that about one out of five people with prehypertension develop hypertension within four years of their diagnosis.

Lifestyle Changes

To treat prehypertension, you should:

- Limit the amount of sodium in your diet to less than 2.4 grams of sodium per day (equal to 6 grams—about 1 teaspoon). Studies find this step can reduce

MANAGING A SAFE SPEED

The following are some suggestions to help you properly manage driving at a SAFE speed.

- **Obey posted speed limits.** A driver's speed should never be faster than a rate consistent with existing speed laws, road traffic and weather conditions. Never forget that posted speed limits apply only when conditions are favorable.
- **Reduce speed when your vision is restricted.** At night when fog or other conditions restrict visibility, speed should be reduced to a point that will enable you to stop within the distance you can see ahead.
- **Reduce speed when traction is reduced.** Always reduce your speed when rain, snow, ice or other adverse road or weather conditions exist.
- **Reduce speed when approaching any highway/rail grade crossing.** Watch for other vehicles in front of you (such as school buses, hazmat trucks, etc.) that may be required to stop at the grade crossing even when a train is not approaching.
- **Reduce your speed for emergency vehicles.** Whenever you hear a siren, pull to the side of the road and stop to permit the emergency vehicle to pass safely. If

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Safe Speed (Continued from page 1)

you encounter an emergency vehicle or patrol car with flashing lights stopped on the side of the roadway, slow down and move to the next lane away from the vehicle to allow plenty of space for emergency workers and/or law enforcement personnel. This is now a law in many states

- **Reduce speed before entering highway work zones.** Increase your following distance also, and never exceed the posted speed limit, even when highway workers are not present.
- **Reduce speed appropriately before entering a curve or ramp.** Always negotiate curves at a reduced speed consistent with the sharpness of the curve, avail-

able sight distance and prevailing road and traffic conditions. Enter the curve or ramp 10 miles per hour below the posted advisory speed. Advisory speeds posted on most curve and ramp signs may not give you an accurate idea of how fast your vehicle can safely take the curve. These advisory speeds are appropriate for passenger cars and may be too high to permit a commercial vehicle to negotiate the curve safely. On some ramps and curves, a separate advisory speed may be posted, and this should be your guideline for determining a safe speed. The condition and stability of your vehicle need to be considered at all times. No NOT overestimate your stability.

- **Reduce speed in heavy traffic or when traffic slows.** Remember

that a bus requires a much longer distance to stop than a passenger car traveling at the same speed on the same road conditions. Reaction times for commercial drivers versus car drivers are the same. However, the braking distance for commercial vehicles versus cars is considerably different. Be cautious, slow down, and increase your following distance as necessitated by traffic conditions. Following distance should never be less than six seconds.

- **Adapt speed to changing situations on rural and other non-interstate roads.** Constantly adapt your speed to account for regularly changing situations and circumstances that increase the possibility for human errors that can lead to crashes.

High Blood Pressure (Continued from page 1)

- your blood pressure 2 to 8 mm Hg.
- Reduce your alcohol consumption. Studies find limiting alcohol intake to two or fewer drinks a day for men or one or fewer a day for women can reduce your blood pressure an average of 2 to 4 mm Hg.
 - Lose weight. Reaching and maintaining a normal body weight can reduce your blood pressure 5 to 10 mm Hg for every 20-pound loss.
 - Follow the DASH diet (Dietary Approaches to Stop Hypertension), a diet rich in fruits, vegetables and lowfat dairy combined with reduced intake of saturated and total fat. It can cut your blood pressure between 8 and 14 mm Hg.
 - Get regular aerobic activity. Regular aerobic physical activity like a brisk walk most days of the week can reduce your blood pressure an average of 4 to 9 mm Hg.

Risk Factors for Hypertension

While we don't know the cause of most cases of hypertension the following significantly increased risk:

- Having a body mass index (BMI) greater than 27
- Smoking
- Not drinking alcohol at all
- Drinking seven or more alcoholic beverages a week
- Getting little to no physical exercise
- Having heart disease risks, including a family history of a heart attack, high cholesterol and diabetes, and/or having had a previous heart attack, heart failure or stroke.

Certain medical conditions can also cause hypertension.

Many people don't receive proper treatment for hypertension. A major government survey found just 45 percent of those with hypertension received treatment, and only about a third have it under control. Yet reducing your blood pressure is critical. Studies find high blood pressure doubles or even triples your risk of developing coronary heart failure. If you have Stage 2 hypertension, you're about four times more likely to have a stroke than someone with normal blood pressure.

Medical Treatments for High Blood Pressure

Although lifestyle changes can help

some people reach their blood pressure goal, the majority of people with high blood pressure require two or more medications.

If you're otherwise healthy, i.e., you don't have any heart disease, diabetes, or kidney disease, and you have Stage 1 hypertension, your doctor will likely start you on a thiazide-type diuretic such as chlorothiazide (Diuril) or indapamide (Lozol). Other options include ACE inhibitors like enalapril (Vasotec) or captopril (Capoten); angiotensin receptor blockers (ARBs) like losartan (Cozaar) and valsartan (Diovan); beta blockers like acebutolol (Sectral) and (Lopressor); or calcium channel blockers (CCB) like diltiazem (Cardizem) or amlodipine (Norvasc). Many of these drugs are available in a generic form.

For Stage 2 hypertension, you will most likely start off with a combination of two drugs, usually a thiazide-type diuretic with either an ACE inhibitor, beta blocker, CCB or ARB.

If you have heart disease, diabetes or kidney disease, or have had a heart attack or stroke, the recommended treatment for your high blood pressure depends on your medical history.

TO REPORT OR NOT TO REPORT..

THERE IS NO QUESTION!

“In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy.”

These words form the basic insurance agreement that is found in the Common Policy Declarations page of your commercial automobile insurance policy. What this simple phrase establishes is that you have entered into a contract with an insurance company and you and the insurance company have agreed to abide by the terms and conditions of the contract. Unfortunately, most people are unaware of the obligations they have accepted and look at an insurance policy as a one way street. In simple terms let's define what constitutes a legal contract and let's see if those terms apply to an insurance policy.

By definition a contract is “An agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration.” ([Hill & Hill thefreedictionary.com](http://thefreedictionary.com)).

In the world of insurance, the two or more persons or entities would be the insured (you) and the insurance company, the valuable benefit is that your assets

will be protected in the event of a loss and the consideration is the premium. Therefore the basic ingredients of the contract have been met; you have agreed to pay your premium in return for the insurance protection the company has agreed to provide.

Most people as insured's do not understand the obligations they have accepted by entering into this contract. As a matter of fact I would bet that most people don't even recognize that when they purchase an insurance policy they have in fact entered into a contract. As previously stated the common belief is that an insurance policy is a one way street. Simply put, ***“I pay the premium and when I have a loss, you pay it!”*** The problem arises when the insurance company says,

“Wait a minute, the contract says that you Mr. Insured were supposed to....!”

And then we find we're in violation of one or more of the terms of the contract. The reaction is predictable.

“The damn insurance company; they take your premium but they never want to pay.”

In most cases, when the dust settles, you will find that the insurance company is right.

And why is that?

It is because you have not read the contract and were unaware of your obligations. Keep in mind that the terms and conditions of insurance contracts have been tried and adjudicated in every court throughout the country. They have stood the test and unless you can prove that you have honored the terms of the contract and the insurance is making a mistake, you will not prevail.

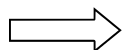
Okay, so now we know that we have a contract and both parties must live up to certain obligations.

What's the point?

Aside from the obvious situation of calling your broker, agent or insurance company when you have a loss, there are situations where you might not notify the company because you have self determined that the loss was insignificant.

How about this scenario:

A bus is operating in the theater district of New York City. Turning off Broadway the bus happens to tap into the car in front of him damaging the bumper; of course no damage to the bus. The bus driver and automobile operator exchange information and the police complete an accident report.



TO REPORT OR NOT TO REPORT...

Upon return to the terminal the driver reports the incident to his dispatcher. The dispatcher in turn reports the incident to management and a decision is made to contact the automobile operator and agree to settle the damage to the bumper. The damage is paid for a couple of hundred dollars. So as not to create an insurance investigation or what is typically perceived as a frequency situation, the claim never gets reported to the insurance company; after all, the damages were paid and for all intents and purposes the claim never happened.

Some eight months pass and all of a sudden you receive a notice of bodily injury from an attorney or perhaps a summons and complaint. You do the normal thing and send it over to the insurance company. The insurance company looks at the date of the loss and denies the claim for late reporting.

Is the insurance company justified in denying liability?

The answer is yes!

And where does it say that in the policy?

Look at page 7, Section IV, paragraph A, sub-paragraph 2 of the Business Auto Coverage Form (CA 00 01 03 06) titled

“Duties in the event of accident, claim, suit or loss.”

The first sentence of that sub-paragraph states that the insurance company has **NO** duty to provide coverage under the policy unless there is full compliance with...and then it proceeds to describe your obligations. When we earlier referred to contract law and the fact that an insurance policy is indeed a contract, we did so in order to establish that the terms and conditions of the policy were agreed to by both parties. To say you were unaware of these claims provisions in no way relieves you of the burden you have accepted by unilaterally paying for the damaged bumper. When that payment was made without the knowledge of the insurance company and when that incident went unreported, you in effect usurped the authority of the insurance company and prevented them from conducting a prompt investigation.

Additionally, if you read further along in sub-paragraph 2.b. it states the insured must not assume any obligation, make no payment or incur any expense without the company's consent. So in our scenario the insured would have violated the terms of his contract on two counts; timeliness of reporting and making a payment without the company's consent.

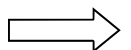
How about this scenario:

While exiting a bus a little old lady twists her ankle. The driver seeing she is in some discomfort offers her assistance. Her response to his offer is “No, I’ll be okay” and walks away. The driver assuming everything is fine does not report the incident to his dispatcher.

Six months pass and you receive a letter of notice from an attorney representing that nice little old lady. You now notify the insurance company.

Do they have a right to deny liability under the timely reporting provision? The answer is yes! “But wait a minute” you say, “How can I be held responsible for late reporting if my driver never filed an accident report or didn’t inform his dispatcher?”

This becomes a bit trickier but the contract is clear. Your driver has as much of a duty to report ALL incidents to management as management has to report all incidents to the insurance company. That obligation is made clear by the definition of **“Who is an Insured” on page 2, Section II, paragraph A.1b; “Anyone else while using with your permission a covered auto you own, hire or borrow....”**



THERE IS NO QUESTION!

As an owner how do you prevent these situations from developing without creating a frequency situation with your insurance company?

First of all let's be perfectly clear, claims that do not get paid or reserved do not go into your rating. You are not penalized by the number of claims you report but by the amount of claim dollars generated by those claims. Having said that, a frequency of incidents regardless of the amount dollars paid or reserved is an indication to the underwriter that there may be a problem here and a good company may ask for loss control to take a look to see if there is any way to get a handle on frequency issues. But let's concentrate on what you must do in the event of an incident; notice I didn't say loss because they are obvious.

In the first instant, every operator should have a procedure for their driver's to follow whenever involved in an accident or a passenger in their vehicle indicates a physical issue. Notice here that I said physical issue rather than bodily injury. Did you hear the one about the passenger who, after riding in the rear of a bus alleged sickness due to diesel exhaust? Secondly, the driver must report all incidents to his superior. It is not the driver's option to determine what should be reported; he must report every incident.

Lastly, it is incumbent on management to report all incidents to the insurance company. These are the three basic steps that should be undertaken. There is one other thing that I would recommend but do this as a matter of course after you have made the report to the carrier and that is to conduct your own investigation into the incident. Try to determine why the incident happened; was it driver error, a mechanical problem or a not at fault situation (someone hit your vehicle and it was unavoidable).

Now that we have determined that every incident should be reported to the insurance company the next logical question should be **"Won't that effect my rates?"** As we mentioned earlier premium is developed principally on the amount of dollars paid or reserved. While frequency is looked at, it is less critical than dollars expended. When you are involved in an incident where there appears to be little or no damage or liability, report the claim for **"Reporting purposes only."** Explain in detail why you think there will be little or no activity on this incident and leave it up to the insurance company to make a determination. Keep in mind that in order for the insurance company to open a file, even if they agree with you, there has to be a minimal reserve established in the system.

Typically it's only a couple of hundred dollars but at least you have satisfied the terms of the contract and you don't have to worry about a claim denial in the future. Also keep in mind that states vary in the time allotted for injured persons to file suits; or what we commonly refer to as the Statute of Limitations. In Connecticut, New Jersey and Pennsylvania the statute is 2 years while in New York it is 3 years. So until incidents are time barred by statute, those that appear to be superficial and not reported can come back to haunt you.

Don't be foolish! Don't think you're saving premium dollars by not reporting incidents or paying the smaller ones yourself. You have purchased an insurance policy to protect your assets from loss and in particular catastrophic loss. Don't jeopardize your business. Do the right thing and report all your losses. You'll sleep a lot better.

If you have specific situations that you would like to discuss or perhaps after reading this you remember an incident that went unreported, I would recommend that you contact your account executive.

MANAGING A SAFE SPEED

- **OBEY POSTED SPEED LIMITS**
- **REDUCE SPEED WHEN YOUR VISION IS RESTRICTED**
- **REDUCE SPEED WHEN TRACTION IS REDUCED**
- **REDUCE SPEED WHEN APPROACHING ANY HIGHWAY/RAIL GRADE CROSSING**
- **REDUCE SPEED FOR EMERGENCY VEHICLES**
- **REDUCE SPEED BEFORE ENTERING HIGHWAY WORK ZONES**
- **REDUCE SPEED APPROPRIATELY BEFORE ENTERING A CURVE OR RAMP**
- **REDUCE SPEED IN HEAVY TRAFFIC OR WHEN TRAFFIC SLOWS**
- **ADAPT TO CHANGING SITUATIONS ON RURAL AND OTHER NON-INTERSTATE ROADS**