

This is the first petition that Amy discusses in the podcast.

Questions Presented

1. What is the appropriate period of limitations in Kentucky for an insured's contractual claim against his or her own insurance company for underinsured motorist [hereinafter "UIM"] benefits;
2. Can an insurance company contractually shorten the applicable period of limitations with its insured by inserting language in the policy to that effect;
3. If an insurance company can permissibly contractually limit the period of limitations by inserting language in the policy, what period of limitations for UIM claims is reasonable under Kentucky law;
4. Can an insurance company's own actions after the limitations period in the policy has allegedly expired estop the insurance company from raising the limitations issue as a defense and/or result in a waiver of the limitations defense; and
5. In Kentucky, the payment of an insured's medical bills by his or her personal injury protection [hereinafter "PIP"] benefits carrier tolls the statute of limitations – should the payment of an insured's medical expenses by a worker's compensation carrier likewise toll the limitations period.

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QUESTIONS PRESENTED FOR REVIEW

Whether the Appeals Court erred in upholding the Trial Court's Denial of Safety Valve Consideration upon the findings made.

This is the second petition that Amy discusses in the podcast.

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QUESTION PRESENTED FOR REVIEW

This is the final petition that Amy discusses in the podcast.

This case presents an issue of first impression in which the United States Court of Appeals for the Eleventh Circuit, admittedly not finding any precedent in the Eleventh or any other Circuit Court of Appeals for doing so, reversed a jury verdict in favor of Petitioner in this hybrid § 301/ breach of duty of fair representation case on the grounds that Petitioner had waived his right to bring a claim for breach of his Union's duty of fair representation by failing to complain about the arbitrary, capricious and bad faith representation by his appointed Union representative during the contractual grievance proceedings. Neither the Union nor the Employer presented any evidence that Petitioner could have asked for, or been given, alternative representation, or that there was any means by which he could do so; all of the record evidence on this point demonstrates to the contrary. Thus, the Question Presented for Review is as follows:

Whether a union member, who is bound by a collective bargaining agreement to utilize the grievance procedure therein concerning a breach of that agreement by the employer, and to be represented by the union in so doing, can be found as a matter of law to have waived his right to claim that his union breached its duty of fair representation to him when the union representative acts arbitrarily, discriminatorily or in bad faith and the union member fails to raise the representative's misconduct during the grievance procedure, when the party claiming waiver has produced no evidence that there was a method by which the grievant could so complain or that the union member had any right to alternative representation.