

Legal Update | Another Dangerous Time Limit Demand Decision in Georgia

March 1, 2024

Media Contact

Erica Gianetti

Marketing & Communications Supervisor

erica.gianetti@mgclaw.com

In our ongoing effort to keep you informed about pivotal legal developments affecting the insurance industry, we bring to your attention the recent Georgia case of *Patrick v. Kingston*, No. A23A1527, 2024 Ga. App. LEXIS 53 (Ct. App. Feb. 13, 2024). This case underscores the stringent requirements for responding to Holt demands in Georgia, highlighting the consequences of even the most technical non-compliance with settlement offer terms. In this instance, the insurer's purported failure to adhere strictly to the terms of a Holt demand was submitting a check that, on its face said "VOID IF NOT PRESENTED WITHIN 90 DAYS."

Plaintiffs were hurt in a motor-vehicle accident. Their lawyers sent a settlement demand to Defendant that required an acceptance that did not "include any terms, conditions, descriptions or representations that are not permitted in the release." The insurer accepted every term and condition of the settlement offer, which included that the insurer do certain acts. One of the acts was to deliver a check for the settlement amount. The check was delivered in the right amount, to the right place, on time, to the right person and with the correct accompanying documents. However, the settlement check indicated on its face that it was "VOID IF NOT PRESENTED WITHIN 90 DAYS." Plaintiffs contended this was non-compliant with what they claimed was the unambiguous demand because it added a term (i.e., Plaintiffs had to cash the check within 90 days) that was not in the offer.

The Court of Appeals agreed with Plaintiffs. The Court held that the 90-day time limitation was an additional term that Plaintiffs had not offered. Therefore, it declined to enforce the settlement that Defendant and its carrier argued had been reached.

This decision illustrates the importance of conducting a detailed and careful review of Holt demands, as well as each individual part of the response thereto, to ensure that acceptance absolutely "mirrors" the demand.

Questions? Please click [here](#) to contact an MGC attorney.

This legal update is published as a service to our clients and friends. It is intended to provide general information and does not constitute legal advice regarding any specific situation. Past success does not indicate likelihood of success in any future legal representation. You may not reproduce, distribute, sell or republish this legal update, or the information contained therein, without prior written content. This legal update is for personal use only.