

February 16, 2005

Commentary — From the Margins
“Easier to Have Than to Collect” — NSE
Edwards on Insurance

Here at Port Austin, in the early morning hours of January 3rd, Dorm #3 burned, the fire itself is now old news. But within the local community, gossip has it that the fire was set to collect the insurance money—and I have had to assure those who suggest money as a motive that there is absolutely no truth in such speculation. The dorm was uninsured. In fact, a significant cause of conflict throughout August 2004 was the lack of insurance, fire and liability, on all of the property being purchased by the trust (PASCC).

On June 6, 2004, Norman Scott Edwards sent an e-mail message to Phil Frankford, the subject of which was “making peace on insurance.” Edwards begins by writing, “It seems that there have been multiple meetings where you and I have had disagreements over insurance.” Indeed, that was the case. The purchasing agreement that Eternal Life Bible Institute (ELBI) had assigned to the Port Austin Sabbatarian Church Community (PASCC) was initially made between Arthur Hawkins and the 754th Corporation. And this purchasing agreement, as is typical in real estate contracts, required that the purchaser maintain insurance on the property until the contract was paid in full. Plus, the purchasing agreement included multiple detached condominium units, and the condo association required that properties be insured through the association. Thus, the disagreement between Phil Frankford and Edwards over insurance can perhaps be best summarized in the last lines of the e-mail reply Frankford sent Edwards: “In this case, the subject of insurance or no insurance is not the issue. The issue is whether we keep our word and act in good faith to the agreements already made” (also dated June 6, 2004).

Edwards wrote to Frankford: “I realize that part of this may be Krystal insisting that you have insurance, and I realize that you want to try to keep peace in the family, and that can be a great struggle at times....However, on a purely business basis, I think we out [sic] to realize that it is **much easier to have insurance than it to collect on insurance**....Similarly, having liability insurance for people using our campus is not a ‘solution’. [sic]” (e-mail of June 6, 2004 — emphasis Edwards’).

If a person lacks the resources to self-insure him or herself, then the responsible action—and the action that reveals having love for others—is to carry an amount of insurance adequate to make an injured person whole. And where contracts and covenants require that insurance be carried, a person who can afford coverage flaunts his contempt for his neighbor by not obtaining coverage. The person who cannot afford such coverage had no business entering into such contracts and covenants.

There have been times in my life when I have run bare, simply because I couldn’t afford even reasonable insurance coverage. But I didn’t ask others to participate in the exposure to risk I was then undergoing as I struggled to put food on the table. Edwards wanted the other three trustees to run bare because he seemed philosophically opposed to having insurance.

In the same e-mail, Edwards tells Frankford, “You might think of it this way: A) If some calamity comes upon us and we **don’t** have insurance, we must 1) Deal with the calamity 2) Ask God to show us why this calamity has befallen us...I think we are better

off in ‘position A’ above” (Edwards’ emphasis). Indeed, position A—that of being uninsured—was Edwards’ position when Dorm #3 burned because of overloaded electrical circuits. The calamity came about because Edwards had not installed any heating system in the Dorm other than the overuse of portable electrical heaters. He had participants in a failed music camp staying in the Dorm, which had no working smoke detectors and which had no heat but the overused portable heaters. He truly placed their lives at risk. Then in addition, because he seems opposed to purchasing even minimum insurance coverage he had no ability to make anyone who might have suffered an injury whole.

But making an injured person whole wasn’t in Edwards’ thoughts when he wrote Frankford: “I think our time would be better spent trying to prevent accidents, and learning how to honestly defend ourselves if an accident does occur or if someone tries to sue us to get money” (e-mail of June 6, 2004). *Time better spent?* Learning how to defend ourselves if someone tries to get reimbursed for an injury suffered on the campus—the issue of insurance which initially began as a sore point between Edwards and Frankford eventually spread to also include trustees Drieman and Williams, who sought insurance quotes for a liability policy to cover those individuals who would be on campus for the Feast of Tabernacles. They sought quotes for an events policy. But Edwards used Drieman’s request for quotes as a reason to arbitrarily disqualify Drieman as a PASCC trustee, even though seeking and purchasing such a policy is the responsible thing to do.

Today, as I meet more members of the local community, I quickly squelch rumors that Dorm #3 burned to collect insurance moneys. If the Dorm had been insured, there might be some justification for the rumors, for Edwards lives without a visible means of employment. It is understandable why the community speculates about how Edwards continues to support his wife and family. If the Dorm had been insured, there would then be an apparent reason for the fire. As it is, Edwards lives off donations, some of which he needs to use to purchase insurance.

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