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Financial Sector Regulation and Policy And Superintendent of Financial Institutions

Room 402, Terrace Building
9515 – 107 Street
Edmonton, AB T5K 2C3

RE: Insurance Amendment Act, 2008

On behalf of the CIAA Western Region I wish to make the following comments on each issue:

1. **Disclosure of Limitation Periods**

I agree that by advising the policy holder in writing of the limitation date as outlined will protect the policy holder. By complying with the proposed regulation there will be less extending of limitation dates. This should speed up the process for everyone.

2. **Transitional Provisions**

I would suggest the new provision apply to any insurance policy in effect on the date the legislation is passed and then apply to any claims occurring from that day forward. It would be unrealistic to apply the new regulations to claims that have been ongoing for months or even years.

3. **Require Insurance Companies to Participate in Industry Ombudservice Organizations**

This could streamline the complaint process. The only issue would be if it was dealt with in a timely manner so litigation was not required to extend the limitation date pending the complaint being reviewed by the Ombudservice program.



4. **Facilitation of Electronic Transactions**

I believe there is already a large amount of electronic transfer of documents during the claims process. The insured's can email documents in to the insurance company or adjuster. The only issue is there are always some documents that must be signed, ie Non Waiver's, some statements, Proof of Loss documents on large or suspicious losses. There has to be a provision for same.

5. **Classes of Insurance**

No comment as not applicable to the CIAA

6- 10 Not applicable

11. **Innocent Co-Insured**

I don't believe in most cases that the innocent co-insured should be compensated when the loss is due to the intentional or criminal acts of one of the co-owners of the property. I think we would be making it too easy for spouses/partners to claim innocence and still be paid.

The only instance I can think of that is should be considered is when it is a condominium corporation and one of the owners intentionally causes the loss the other owners should still be able to claim their damages under the condominium policy.

12. **Innocent Co-Insured**

If we are to consider settlements to co-insured's who claim innocence I am in agreement to the Proposed Regulation. The innocent co-insured should be required to cooperate fully even if it means testifying against the guilty co-insured.

13. **Fire Insurance Coverage**

I agree with this proposed regulation. Some things are just not insurable. When it comes to vacancy there has to be some responsibility on the insured to advise the insurance company when the home is vacant and to put a vacancy permit on it.

14. **Disclosure of Dispute Resolution Process**

I agree there has to be clarification of the Appraisal process to the insured. By improving the awareness of the dispute resolution process we may be able to settle the disputes faster and keep claims out of the courts.

15. **Exclusion from the Application of Statutory Conditions**

Agree with proposed regulation.

Yours truly,

WESTERN REGION PRESIDENT, CIAA

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