Official Journal of the Ontario Insurance Adjusters Association • **Vol. 88 • No. 9 • MAY 2024**

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Plus...

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President's Message

TERRY DOHERTY, CFEI
President, OIAA

April Showers bring May Flowers, and this April, it brought us the Annual 2024 OIAA Claims Conference and Student Fair!

It was amazing to see our insurance industry professionals and our future insurance professionals in attendance. Annually, I like to walk the tradeshow floor before it opens to the public to watch everyone make their last-minute touches to their booths.

I spent most of the day interviewing and podcasting with our vendors. We interviewed 14 vendors, old and new friends where they shared updates and new tools that are coming into the market.

Our speakers and presenters were wonderful. It makes me so happy to see everyone from across our industry jump in, offer to speak, podcast, and help wherever they can.

I am very proud to be part of the Insurance Industry for over 30 years.

It marks 29 years that I have worked with Aviva Canada. Time goes by very quickly, it feels like yesterday I was trying to determine coverage for a simple MVA.

I had such amazing feedback about the OIAA Claims Conference from those that I spoke with including those attending for their first time.

It always puts a smile on my face to meet a new adjuster or new vendor to our industry and see how excited they are to be a part of this great organization.

We appreciate all of you who work in this industry.

The BIG MINGLE was such a success. Jamie and everyone at 30 Forensics did a great job creating a memorable night for all.

I had an opportunity to see people I haven't had the pleasure to see in many years. This included former colleagues from when I began in the industry at Prudential Insurance.

Last week, I was honored to be asked again to judge Kitchener Waterloo's "Battle of the Bands". This is the event of the Season in Western Ontario. Maxwell's is a perfect Venue to hold this event.

The roster of bands was amazing this year. The K-W OIAA had five incredible bands that played originals and/or covers. I loved rocking out to Haz-Mat. The newest band that rocked the stage was "Friends from Work", a CACI Band truly amazing from the 1st notes until the last in their Winners Encore. I am really looking forward to next year's group of talented artists, singer songwriters.

We are weeks away from my final event of the year, the annual golf tournament at Cardinal Golf & Country Club on May 31, 2024. Tickets and sponsorship opened on April 1, 2024. Spots on the course are filling in quite nicely, but time is running out.

Don't miss out on my favorite event of the year because it really sets the stage for a New Year and a new President. It will be time for me to say "Goodbye" and "Thanks" to everyone that really helped make my year a success.

I will be doing a full recap in the June edition as I say "Goodbye" to the OIAA Executive and join an esteemed alumnus of Past Presidents.

Please come and support the last event of my presidential year and support our charity of the year, MacKids.

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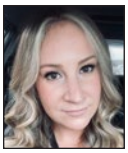

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SABS Priority Disputes 101

Notice in 90

By: Daniel Strigberger | Dec 31, 2021 | Priority Dispute

Years ago, I had a file where my client received a priority dispute notice. It was for a catastrophic accident benefits claim involving a 26-year-old who had suffered severe brain injuries. There was little doubt that my client had priority over this claim because he was married to our named insured.

While I was looking at the claim, I noticed that the other insurer had sent its priority dispute notice to my client on Day 89. They used a courier service. Unfortunately for them, the notice arrived at my client's offices on Day 91. I brough this to the attention of opposing counsel, and his client dropped the claim against us.

In our second article in the Priority Dispute Series, I provided a discussion on deflection and the "pay now, dispute later" provisions of section 2.1 of O. Reg 283/95.

To recap:

1. Section 2.1 of the Regulation codifies some of the case law principles flowing from section 2.
2. Insurers must follow the steps in section 2.1 and cannot take any steps to deflect an application that is otherwise earmarked for them.
3. The first insurer to receive a completed and signed application for accident benefits (OCF-1) must adjust and pay any claims, as per the SABS. An insurer cannot refuse to pay benefits on the

basis that another insurer might have priority.

4. An insurer that breaches section 2.1 of the Regulation might have to reimburse insurer(s) for various expenses and handling costs. They might also be subject to a special award.

In this article, I review the insurer's obligations to provide timely notice of a priority dispute, pursuant to section 3 and 3.1 of O. Reg 283/95, and the consequences of failing to do so.

Section 3(1): 90-Day Notice or Bust

Section 3(1) of O. Reg 283/95 prescribes a 90-day priority dispute notice deadline:

3. (1) No insurer may dispute its obligation to pay benefits under section 268 of the Act unless it gives written notice within 90 days of receipt of a completed application for benefits to every insurer who it claims is required to pay under that section. O. Reg. 283/95, s. 3 (1)..

In the seminal case of Kingsway General Insurance Co. v. West Wawanosh Insurance Co.,[1] the Ontario Court of Appeal reviewed section 3(1) and said:

The Regulation sets out in precise and specific terms a scheme for resolving disputes between insurers. Insurers are entitled to assume and rely upon the requirement for compliance with those provisions. Insurers subject to this Regulation are sophisticated litigants who deal with these disputes on a daily basis. The scheme applies to a specific type of dispute involving a limited number of parties who find themselves regularly involved in disputes with each other. In this context, it seems to me that clarity and certainty of application are of primary concern. Insurers need to make appropriate decisions with respect to conducting investigations, establishing reserves and maintaining records. Given this regulatory setting, there is little room for creative interpretations or for carving out judicial exceptions designed to deal with the equities of particular cases.[2]

Arbitrators have accepted that the purpose of section 3(1) is to encourage insurers to investigate priority issues in an expedient manner and to be proactive about these disputes. Section 3(1) allows the priority insurer to take the file early once it is satisfied that it has priority (plus, it facilitates an earlier arbitration if there is a dispute).

Over the years, many meritorious priority disputes have imploded because of untimely notices under section 3(1). The obligations under section 3 are very unforgiving. For this reason, it is very important that insurers comply with section 3(1).

It is helpful to break down the various components in the section and then review some of the cases that have examined section 3(1):

1. The notice must be given by the insurer claiming priority.
2. A notice under section 3 must be in writing. It cannot be verbal.
3. The 90-day notice clock starts on the day the insurer giving notice first received a completed application.
4. The notice must be given to every insurer who the paying insurer claims has priority.

Let's look at each component more closely.

1. Here's My Notice

Section 3(1) specifies that the insurer must give written notice of its intention to dispute priority. An insurer cannot rely on a third party to provide the notice (unless of course the third party is an agent of the insurer, like an independent adjuster or lawyer).[3]

In West Wawanosh[4], the insurer giving notice tried to rely on a notice from the claimant's lawyer to the other insurer about a priority issue. The Court of Appeal rejected this argument, finding:

A second-hand statement from a third party is plainly not the same as the formal notice from the insurer that is contemplated by the Regulation. In any event, an unauthorized letter from a third party would not have bound the insurer. Given the specific language of the Regulation, I cannot accept the submission that a letter from a third party indicating the insurer's intentions is sufficient to meet the requirement of formal notice from the insurer.[5]

For the purpose of section 3(1), notice is "given" under section 3(1) when the other insurer receives the notice.[6]

2. Verbal Notice Isn't Worth the Paper It's Written On

Section 3(1) specifies that the notice must be in writing. This means a verbal notice does not stop the 90-day clock.

There is also nothing in section 3(1) that requires a notice to be given on a specific form.[7] A notice can be given by letter, email, and likely text message! Furthermore, the applicable regulation need not be referenced so long as what is disputed is clear.

3. Starts When the Insurer Receives a Completed Application

It is impossible to redline Day 90 without knowing when Day 1 was. Section 3(1) is clear that the 90-day notice period starts on the day the insurer giving notice first received a completed application for benefits.

In our second article, we looked at the meaning of "completed application" for the purpose of section 2.1. For the most part, prior to September 2010, the Regulation did not define "completed application". Arbitrators had determined that an application was complete when it contained enough information to allow the insurer to adjust the claim.

Having enough information to adjust a claim makes sense because it allows the insurer to pay benefits to a claimant. However, that means very little to an insurer that is investigating priority. An insurer's best source of information for starting a priority investigation is almost always contained in a completed Application for Accident Benefits (OCF-1).

In ING v. State Farm, the Superior Court held that a "completed application" in section 3(1) meant an application in the OCF-1 form. The Superior Court carved out an exception in those relatively rare cases where an insurer, that had not received the form, had been treated as being the "first insurer" for the purposes of section 2. For example, where there was evidence of a waiver, estoppel, delay or deflection, an insurer could be deemed to have received a "completed application" even if it hadn't received a completed OCF-1. [8]

The Court of Appeal elaborated this reasoning in Ontario (Finance) v. Pilot Insurance Company.[9] In Pilot, a cyclist

was injured by an unidentified motorist on November 30, 2006. He had no insurance of his own, so he submitted a signed OCF-1 to the Fund on December 19, 2006. However, he was unable to attach a police report to his application (as required if applying to the Fund) because he was unable to obtain one. The Fund investigated and determined that it needed to obtain 911 call information from the accident. It tried to obtain the information via FOI applications, but its requests were denied. The latest denial was in January 2008. The Fund eventually received the information in September 2008 and gave Pilot a priority notice in October 2008.

The Court of Appeal held, for the purpose of section 3, a completed application is one that is (1) genuinely complete; (2) functionally adequate for its legislated purpose; or (3) treated as complete based on the conduct of the first insurer.

In Pilot, the evidence was that the Fund had sufficient information to give written notice to Pilot for the purpose of section 3(1) when it obtained 911 call information in September 2008. However, the Fund's delay in pursuing the 911 call information meant that the Fund should be treated as if it had received a completed application in February 2008. It was a "functionally adequate application". The Court of Appeal held that as soon as the insurer has sufficient information to notify another insurer that it is disputing liability to pay benefits, the 90-day notice period in section 3 starts to run.[10]

As of September 1, 2010, the Regulation now defines "completed application" in section 3 to mean a completed and signed OCF-1. However, the principles in Pilot would likely still apply to determine whether an OCF-1 is "complete".[11]

4. I claim It's You

In our first article, we briefly touched on section 10 of O. Reg 283/95, which mandates that if Insurer A gives a priority dispute notice to Insurer B (under section 3), and Insurer B wants to dispute priority on the basis that another insurer (Insurer C) has priority over it, Insurer B must give its own priority dispute notice to Insurer C. There is no obligation on Insurer A to give a priority dispute notice under section 3 to Insurer C.

In Co-operators General Insurance Company v. Ontario (Minister of Finance),[12] Co-operators gave the Fund a priority dispute notice within the 90-day notice window. The Fund refused to accept priority, in part on the basis that Co-operators had failed to give a section 3 notice to another insurer (TTC Insurance). The Fund argued TTC Insurance would have had priority over the Fund. Co-operators argued that it discharged its obligations under

section 3 by giving a bona fide notice to the Fund under section 3, and if the Fund wanted to "point the finger" at TTC Insurance it could have given that insurer a priority dispute notice under section 10.[13]

The arbitrator agreed with Co-operators, finding that the insurer giving notice under section 3 does not need to give a priority dispute notice to every insurer that might have priority. The section 3 obligations are discharged if the insurer giving notice claims the insurer receiving notice has priority. The Fund's appeal was dismissed.[14]

5. Section 3.1: Notice to The Fund

Prior to September 2010, the 90-day notice provision under section 3(1) of the Regulation applied equally to the Fund. Section 3.1 of the Regulation applies to accidents that occurred on or after September 1, 2010 and applies only when an insurer is giving a priority dispute notice to the Fund:

3.1 (1) This section applies to disputes relating to accidents occurring on or after September 1, 2010.

(2) Before giving a notice to the Fund under section 3, an insurer must,

(a) complete a reasonable investigation to determine if any other insurer or insurers are liable to pay benefits in priority to the Fund; and

(b) provide particulars to the Fund of the investigation and the results of the investigation.

Pursuant to section 3.1, an insurer seeking to send the Fund a priority dispute notice must first comply with both requirements in section 3.1(2). Failure to do so will nullify the notice.[15]

In RSA v. State Farm, RSA received an OCF-1 and sent a section 3 priority dispute notice to State Farm and Guarantee Insurance. During the arbitration proceedings, State Farm sent the Fund a priority dispute notice under section 10. RSA never sent the Fund a priority dispute notice under section 3 and did not comply with section 3.1 of the Regulation. The arbitrator held that section 3.1 of the Regulation also protects the Fund from a notice it receives under section 10 of the Regulation. It followed that RSA could not pursue the claim against the Fund.[16]

Section 3 (2): Save our Souls

Once the 90-day notice window closes, an insurer cannot dispute priority unless it can convince an arbitrator that it satisfied the two preconditions under section 3(2) of the Regulation:

3. (2) An insurer may give notice after the 90-day period if,

(a) 90 days was not a sufficient period of time to make

a determination that another insurer or insurers is liable under section 268 of the Act; and

(b) the insurer made the reasonable investigations necessary to determine if another insurer was liable within the 90-day period. O. Reg. 283/95, s. 3 (2).

After the 90-day period passes, the date the insurer eventually gives notice to the other insurer is irrelevant. In other words, there is no difference if the notice is given on Day 91 or Day 181.[17] In either case, the insurer can still be "saved" if it can get past the two conditions in subsection 3(2).

The insurer trying to rely on the saving provisions faces two hurdles. It must prove:

1. Ninety days was not a sufficient period of time for the insurer to make a determination that another insurer or insurers was priority; and
2. The insurer made the reasonable investigations necessary to determine if another insurer was liable within the 90-day period.

Arbitrators and judges have consistently and strictly enforced the 90-day rule. The 90-day rule is meant to encourage insurers to properly investigate priority issues in an expedient manner and to be pro-active about these disputes. This requirement also allows the insurer ultimately responsible to pay benefits to take carriage earlier rather than later. The following are some key points from the jurisprudence about how section 3(2) operates:[18]

- There is little room for creative interpretations or for carving out judicial exceptions designed to deal with the equities of particular cases.
- Section 3(2) is to operate strictly, because an insurer is entitled to know at an early stage that it will be managing and be responsible for the payment of benefits.
- It is important to determine the significance of the facts from the perspective of the insurer; because it is its predicament or circumstances that is the measure of whether there was sufficient time.
- While factually interrelated and connected by the general principles that govern section 3(2), the two pre-conditions of that section are mutually exclusive. The onus on the insurer seeking to give notice after 90 days is to establish both preconditions. In other words, the conclusion that the insurer undertook reasonable investigations and did not make a determination within 90 days does not by itself lead to the conclusion that 90 days is not a sufficient time. Similarly, a conclusion that 90 days would not have been sufficient for a determination does not relieve the onus on the insurer to show that it made reasonable investigations.
- The circumstances of each case must be examined to determine whether 90 days was not a sufficient time for the determination.
- Evidence that there was an available means by which the insurer could have made a determination within the 90-day period is relevant but not in itself determinative of whether 90 days was a sufficient time. The means available to make a determination is just one factor among others to be considered about the sufficiency of the 90-day period.
- Even if an insurer were shown within the 90-day period to have had access to the information needed to make a determination that another was obliged to pay the benefits, the insurer might still be able to show that in all the particular circumstances, the 90-day period was not sufficient time. While proven impossibility of finding the information within 90 days may justify a longer period, the identification with hindsight of an overlooked or unused possibility of finding the information within 90 days does not categorically preclude a longer period being justified.
- An insurer seeking to deliver a notice after 90 days must show both that it exercised due diligence and also that there was something in all the circumstances that would justify requiring more than 90 days to make a determination about whether to issue a notice to a particular insurer.
- Section 3(2)(a) is directed toward the ability of the insurer to gather the necessary facts to make a determination within 90 days.
- The cooperation or non-cooperation of the accident victim or the insured and any advertent or inadvertent misrepresentations of information are

relevant but not in themselves determinative of whether the insurer had sufficient time.

- There may be other factors that are relevant to determine whether the 90-day period was a sufficient time, but the issue remains whether those factors make the 90-day period insufficient in any particular case.
- What the insurer knew and did not know, what the insurer did and did not do, and what the insurer could and could not do in the particular circumstances are all relevant factors to the determination of whether the insurer had sufficient time to make a determination that another insurer is obliged to pay the benefits.
- Some factors arbitrators consider are the completeness and accuracy of the application form, the cooperation provided by the interested parties, the number of potential insurers, and the press of other demands on the adjuster's time.
- If the insurer shows that it actually was impossible to make a determination within 90 days, then it will have satisfied the onus of showing that 90 days was not a sufficient time for a determination.
- The insurer is required to make a reasonable investigation, but perfection is not required and there should be recognition that adjusters are extremely busy handling more than one complex matter at the same time.
- An insurer may have greater difficulty meeting the onus of justifying an extension when it did not employ obvious or readily available means that had a reasonable likelihood of finding the information it needed, even when the insurer satisfies the onus of showing that it made reasonable inquiries.

In short, to benefit from the subsection 3(2) exceptions, the insurer must show that 90 days was an insufficient time to make a reasonable determination, but not a correct determination. The 90-day period is about whether the insurer had sufficient time to collect the necessary information and facts in order to make a determination that another insurer is liable. The insurer must conduct an investigation that would reasonably suggest that there is another insurer that may be responsible to pay the accident benefits in question. It is neither necessary to be absolutely certain that another insurer is liable before sending a notice nor necessary to send out such a notice on a mere suspicion. The applicant insurer must investigate and determine that another insurer may reasonably be liable to pay accident benefits.

In *Liberty Mutual*, Perell J. made the following observation and conclusion:

It seems to me that what the insurer knew and did not know, what the insurer did and did not do, and what the insurer could and could not do in the particular circumstances are all relevant factors to the determination of whether the insurer had sufficient time to make a determination that another insurer is obliged to pay the benefits. In *State Farm Mutual Automobile Insurance Company v. Lloyd's of London Insurance Co.*, supra, without intending to be exhaustive, Arbitrator Jones identified the completeness and accuracy of

the application form, the cooperation provided by the interested parties, the number of potential insurers, and the press of other demands on the adjuster's time as relevant factors.[19]

It is not impossible to get relief from the saving provisions under section 3(2) of the Regulation, but it is very difficult to do so. Insurers relying on the saving provisions always face an uphill battle. This is why it is so very important to investigate and give a notice within those 90 days.

Conclusion and Investigation Tips

The first 90 days of a claim is usually very busy for a claims handler. Not only does the adjuster need to learn the claim and gather information as it rapidly develops, they also need to investigate priority and give the appropriate notices within those 90 days. Failure to do so can bar an otherwise meritorious (catastrophic) claim.

Before investigating priority, it helps to identify any red flags. For example, an application from a named insured under a policy may not necessarily trigger any priority cues, but an application from an occupant of a different vehicle in the accident should alert the insurer to investigate priority. Other red flags include:

1. Claimant is only an occupant of insured automobile and otherwise a "stranger" to insurer.
2. Claimant is a stranger to the policy and indicated they are married or separated or divorced.
3. Claimant was a pedestrian struck by insured vehicle.
4. Claimant applies as a dependant but appears to be within an age range suitable to work and/or earn income.
5. Claimant works for a transportation company or works as a driver (Regular Use).

There are many ways to investigate priority. Section 6 of O. Reg 283/95 allows the insurer paying benefits to conduct an examination under oath of the claimant. Insurers can also ask many questions during the first few weeks of the claim to try and identify other possible priority insurers. Police reports are often very useful.

Claims handlers should start their investigations as early as possible. Ninety days often feels like 90 seconds.

[1] 2002 CanLII 14202 (ON CA), http://canlii.ca/t/1dth1. This case was heard together with the appeal in State Farm Mutual Automobile Insurance Co. v. Ontario, 2001 CanLII 28051 (ON SC), http://canlii.ca/t/1w198.

[2] This is likely the most quoted paragraph in the priority dispute jurisprudence.

[3] See CGU v. Canada Life Casualty Insurance Company, (Guy Jones, February 2004).

[4] Kingsway General Insurance Co. v. West Wawanosh Insurance Co., 2002 CanLII 14202 (ON CA), http://canlii.ca/t/1dth1

[5] Kingsway General Insurance Co. v. West Wawanosh Insurance Co., 2002 CanLII 14202 (ON CA), http://canlii.ca/t/1dth1 at para 11.

[6] Economical v. Belair, (Lee Samis, May 2006).

[7] State v. Ontario http://canlii.ca/t/1w198 at para 16.

[8] ING Insurance Company of Canada v. State Farm Insurance Companies, 2009 CanLII 45850 (ON SC), http://canlii.ca/t/25gj4.

[9] 2012 ONCA 33 (CanLII), http://canlii.ca/t/fpp37

[10] See also Waterloo Insurance v. Wawanesa, 2014 ONSC 533 (CanLII), http://canlii.ca/t/g3619; Allstate Insurance Company of Canada v. The Wawanesa Mutual Insurance Company, 2020 ONSC 6275 (CanLII), https://canlii.ca/t/jbk0p

[11] See for example RBC v ACE INA (Arbitrator Shari Novick, April 2018).

[12] 2014 ONSC 515 (CanLII), http://canlii.ca/t/g32v4

[13] The subject accident happened before September 1, 2010, so subsection 3.1 of O, Reg 283/95 did not apply

[14] 2014 ONSC 515 (CanLII), http://canlii.ca/t/g32v4. See also Northbridge v Intact Insurance., 2018 ONSC 7131 (CanLII), https://canlii.ca/t/hwfkr

[15] Ontario (Minister of Finance) v. Echelon General Insurance Company, 2018 ONSC 4550 (CanLII), https://canlii.ca/t/htppk at para. 40, aff'd on other grounds Ontario (Finance) v. Echelon General Insurance Company, 2019 ONCA 629 (CanLII), https://canlii.ca/t/j1n7b

[16] Royal & Sun Alliance Insurance Co. v. State Farm Mutual Automobile Insurance Co., 2016 CarswellOnt 13322 (Arb K Bialkowski).

[17] Dominion of Canada General Insurance Company v. Certas Direct Insurance Company, 2009 CanLII 37348 (ON SC), http://canlii.ca/t/24m41

[18] For an excellent review of the jurisprudence, see Liberty Mutual Insurance Company v. Zurich Insurance Company 2007 CanLII 54080 (ON SC), http://canlii.ca/t/1v5d2

[19] Liberty Mutual Insurance Company v. Zurich Insurance Company 2007 CanLII 54080 (ON SC), http://canlii.ca/t/1v5d2 at para 28.

Daniel Strigberger

Daniel loves coverage. Want to know if the "your work" exclusion applies? Ask Dan. Want to know if a "house" is a "home"? Ask Dan. Want to know the best toppings to cover a pizza? Don't ask Dan: He can't eat gluten. But he does digest various insurance policy definitions, wordings, and exclusions without any heartburn.

Chapter Spotlight

Get to Know the...

LONDON CLAIMS ASSOCIATION

OIAA London President's Message

Welcome to spring 2024, folks! The days are getting longer and the temperatures are warming up. And we've had a great 2023/2024 season so far!

Our 2023/2024 executive board consists of: Kelly Peck-McDonnell (President), Linda Pereira (Vice President & Treasurer); Kate Boyle (Past President); Cory Boyle (Secretary); Michele Field (Chapter Delegate) and Courtney Allison (Director). Our Social Directors are: Warren Hamer, Ayren Brown and Nicole Niddam. Our chapter Bookkeeper is Wendy Barbour.

Our Chapter is focused on community involvement and helping where we can. We are proud to announce that our charity of choice for this term is Anova. Anova is the product of a merger between London's Women's Community House and Sexual Assault Centre London. Anova provides safe places, shelter, support, counselling, and resources for abused women, their children and all oppressed individuals to find a new start. We collect food, clothing, feminine hygiene and baby products at each event for Anova. Additionally, we held our 4th annual Holiday Toy and Food Drive on December 2, 2023 which generated 3.5 car loads of donations. We also made a cash donation to Anova in the amount of $1,500.00. We are so very grateful for the donations received from our members and vendor partners. Your generosity knows no limits!

The LCA board wanted to make this a season of trying new things and "out of the box" thinking, while also maintaining some of our most favorite events. Our 2023/2024 season was kicked off with our Drag Queen Bingo night on October 12, 2023. It was an awesome night full of laughter and support for our 3 Queens. We had 76 people attend and we all enjoyed a lovely meal, three rounds of bingo and great music and performances. I enjoyed looking out at the crowd of pink boas being worn by many (I can't help but think of the poor staff who had to clean up all those feathers)!

On November 16, 2023, we hosted our annual Holiday Party at the Lamplighter Inn. We had 216 people register and this was our third year of the theme of Ugly Holiday Sweaters. We enjoyed a full turkey dinner, dancing, and great photos in front of the beautiful holiday décor. It was a fantastic evening and I got to connect with so many of you who travelled from out of town. Thank you so much for making the trek to London to celebrate with us. It truly is one of our best events and is always so nice to celebrate the holiday season with so many industry friends.

Moving into 2024, we hosted our annual Chili Cook-off & Trivia Night on January 24th at the German Canadian Club. We enjoyed lots of yummy chili entries, played 3 rounds of trivia and collected donations for Anova. On February 28th, we hosted our annual LCA Curling Funspiel at the Highland Curling Club. This was the first time we had ever SOLD OUT the event with 96 curlers and an additional 10 people who joined us for lunch. One of the Davis Martindale teams was deemed the winners of the tournament with one of the XO Homes teams claiming 2nd place! It was a fabulous day on the ice!

This is an Elections year for the LCA. We are excited to welcome 5 new Adjuster Directors in September 2024: Geoff Edgar-Stubgen (Octagan Insurance Services), Amanda Gaudet (Wawanesa Insurance), Amanda Lynn Stubley (Sedgwick), Linda Marshall (ClaimsPro) and Jordan Hamilton (Definity Insurance). We hosted our Election Meeting on April 18th at the German Canadian Club. We had 5 Social Members running for the four available Social Director positions. We are pleased to report that the following have been elected as our Social Directors for the next two-year term: Warren Hamer (Larrek Investigations), Laura Emmett (Strigberger Brown Armstrong LLP), Chau Trac (XO Homes/Rebuild Response) and Gregary Sanders

Chapter Spotlight

Get to Know the...

LONDON CLAIMS ASSOCIATION

(Shillington McCall LLP). Our Elections Meeting was a fun night with 111 registered. We had a drone presentation provided by JS Held, two food trucks delivering yummy street fare and Maggie and the Pies played great music. Thank you to all that came to support our new Social Directors!

Our 3rd LCA Trunk Trade Show & Drive-In Movie Night is scheduled for May 30th at The Mustang Drive-in. We encourage all vendors (near and far) to attend this wildly talked about event. Vendors set up their vehicles at the back row of the drive in, open up their trunks, set up tables and signs and give out swag while the attendees wander vendor-to-vendor (much like at a formal trade show). A DJ plays music while we enjoy catching up with friends and colleagues (and gather as much swag as you can carry) and the children play at the jungle gym. The next day is a PD day, so bring your families and dogs for the evening. A $25 concession stand voucher is given to each adjuster vehicle registered to attend; the snacks are on us! Will it be buttery popcorn, salty nachos and cheese or sweet chocolate that you snack on??!! The movie selection will be announced closer to the event date so stay tuned.

And we are so excited to announce that the LCA golf tournament will return on August 15th at Fanshawe Golf Course. Fingers crossed for a fantastic weather day on the links. Regardless of weather, it is always a fun day reuniting with friends, playing a round, enjoying a bbq lunch on the course and having cocktails at the clubhouse! Dinner will be provided by Pine Ridge BBQ...yummmma!

Lastly, we wish to give you a teaser for our October 1, 2024 event...the LCA presents "Kickoff & Past Presidents Night: Derby Days – A Night at the Races". Join us at the Top of the Fair Restaurant to enjoy horse racing, dinner and drinks, networking and a salute to our past presidents. Think Kentucky Derby style...perhaps a competition for best dressed will be announced closer to the date!

The LCA has updated our website and we encourage you to visit it at www.londonclaimsassociation.com where you can find event photos, board member information & contacts, as well as information about upcoming events and registration.

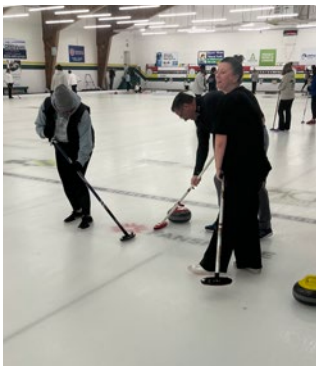
We look forward to seeing you soon and thank everyone for your ongoing support of our chapter!

Kelly Peck-McDonnell, CIP
President, London Chapter
Team Lead of Accident Benefits,
Kent & Essex Mutual Insurance
Phone: (519) 360-4782
Email: kellyp@kemutual.com

Chapter Spotlight

A look at the...

LONDON CLAIMS CURLING FUNSPIEL



Chapter Spotlight

A look at the...

LONDON CLAIMS ELECTION NIGHT

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The Adventures of an Independent Adjuster 1971-2011
(Part 2 of 2)

By: DA Smith

Travel is before you at a moment's notice. Arriving home in a fatigued state on a given evening may well require a response that cannot be postponed, necessitating immediate attendance. Nevertheless, certain travel may at times prove exhilarating, such as being seated in the front of a helicopter, wherein the pilot insists on flying at a very low altitude over Moose at the shore of a remote landlocked lake.

This brings to mind the alienation and solitude concurrent with travel throughout the north. With the adjuster in one instance reaching a destroyed back hoe on a remote Ontario logging road, then given a permit to use it on the return trip, views nothing other than devastation associated with "clear cut" deforestation for over two hours. However, a redeeming factor ensues, when the adjuster encounters Terry Fox, while later stopping at the nearest town. Sadly, this closely preceded the termination of his campaign.

Memories persist of a particular rock cut positioned at a significant altitude, as Lake Superior emerges before one in panoramic majesty upon exiting.

Remote locations include northern Manitoba, where the adjuster in one instance descends a mine shaft along with a local foreman, with only the illumination of our helmet mounted lights, on a small metal plat-

form suspended by a single cable, to a depth in excess of 3,000 ft. One of the beams supporting an ore conveyor being refitted failed, sending the device to the bottom of the main shaft, damaging entry points to radiating shafts along the way.

In northern Labrador one is cautioned to ensure windows and doors remain closed, due the robust bear population. Exiting sleeping quarters at night is discouraged. Daily site inspection moreover requires the presence of armed personnel.

Once again, the area topography proves astounding, displaying snowcapped mountain ridges.

In northern Quebec, when proceeding out or a ramped mine with a guide, the adjuster questions why the driver continually pulls over to small alcoves at one side. The response reveals drive shafts on the motorized ore conveyance vehicles commonly fail, sending the vehicle abruptly in a reverse direction before the operators manage to regain control.

The local landscape is seen to accommodate a 4ft. layer of Muskeg. With shafts radiating laterally a significant distance from the main core, it is not unusual a fissure may develop, introducing conditions consistent with temporary flooding, evidence of which is displayed by stain deposits reaching a height of 8ft. Safe rooms are at times the sole available refuge.

The adjuster discovers a world of excitement and wonder associated with the mining/smelting industry. The latter produces a turbulent sea of liquid matte held in mammoth refractory furnaces, further roiled upon the insertion of massive wooden timbers.

A most impressive sight involves the transfer of material from converters to containers positioned on rail cars below, resembling liquid fire being poured from one vessel to another.

Although refractory furnaces are not prone to failure, the adjuster on more than one occasion responds to such an event, with evidence secured revealing the matte explodes upon contact with moisture on the smelter floor.

The casting room constitutes final onsite storage, where a multitude of rectangular indentations hold the cooling material, which gradually produces a surface crust.

Early on, some personnel traverse the area on foot out of convenience, until the weight of one hapless individual brakes through. The associated injuries require amputation of limbs contacting the material.

Further hazard understandably arises during rail shipment. In one claim the adjuster attends the scene of a collision involving a locomotive and stationary cars protruding from a siding. The engineer perishes, trapped in the wreckage, with remnants of his down filed jacket still visible, as does the brakeman, ejected on impact.

Notwithstanding the obvious perils, the adjuster feels a measure of kinship in dealing with loss arising out of the industry, in that his father for a period of time labours thusly at the close of the Great Depression. His father in turn, years earlier, perishes in a coal mine explosion, wherein sixty-five miners died, leaving behind a widow caring for their sons aged two and four years.

The adjuster also travels in connection with loss arising out of operations conducted in the energy sector, at one time physically entering a Candu reactor, prior to it being rendered critical with the commencement of operation. An effort to maneuver fittings, identified as central spacers, by the introduction of electric current results in a minor explosive force.

Early on in his career the adjuster is called out of town on a moment's notice to attend a multi-storey storage facility, housing a main level factory, when the weight of ore ingots in storage on a floor above causes catastrophic collapse.

However, turmoil prevails as always in the adjuster's home city, with young inebriated partiers deciding to transfer ongoing festivities to a nearby school yard late at night. One individual after using a slide sits on the ground at its base, a second follows, unavoidably and violently striking the seated party, causing severe spinal injury resulting in quadriplegia.

A homeowner, presumably floundering in financial difficulty, employs unsuccessful efforts to commit a total loss arson. An interior inspection of the dwelling reveals the presence of plastic jugs containing gasoline, having large wicks fashioned from cloth which self-extinguished.

An enterprising homeowner, having 300 marijuana plants growing in his basement, intends to create an oil-based product using a hot plate positioned on a garage workbench. Oil ignites upon contact with the burner. With the nearby garden hose proving inadequate, the insured opens the double overhead door, unintentionally introducing oxygen. A flaming mass erupts, reaching the rafters, subsequently consuming the entire attic, rendering the dwelling a total loss.

Understandably, firefighters notify the local police de-

partment. Representation arrives as the policyholder is being taken to hospital by ambulance.

The authorities, in pursuit, witness the individual bolt from the back of the ambulance on arrival, whereupon he is placed under arrest.

A middle-aged female homeowner, deciding to augment her income, rents a makeshift basement suite to a seemingly pleasant young couple. Within days the errant nature of a failed drug transaction results in a visiting party being shot to death. On inspection, the adjuster observes the taped outline placed by homicide detectives, where the body had rested on the basement floor. A hazardous materials specialist is retained to deal with the attendant bodily fluids, prior to repair of interior finishes caused by stray bullets.

From time to time such fluids arising out of human decay present a challenge. An insured couple embarking on vacation entrust a key to their elderly neighbour. During an inspection of the dwelling interior the attendee expires, collapsing on the hardwood floor of the dining room. The ensuing material voided by the decaying corpse contaminates surface material as well as the subfloor.

Needless to say, the policyholders are severely traumatized upon making the gruesome discovery.

Host Liquor Liability claims prove to be interesting for the adjuster, from an investigational standpoint. An otherwise upstanding business couple chauffeur a friend of heavy stature, along with his spouse to a licensed restaurant, where all four consume libations evidently with a measure of abandon. Serving staff, eventually expressing concern, are somewhat placated by the patrons' assurance a taxi service would be deemed welcome. Restaurant personnel make the appropriate call, however, while the foursome wait outside, it is decided the insured's spouse remains capable of spiriting everyone home. The driver is said to have accelerated the vehicle, which, upon mounting a curb, travels across the front lawn of a random dwelling colliding with its street elevation. The force of the impact causes the heavyset rear seat passenger to be catapulted through the windshield of the vehicle, sustaining fatal injuries, as does an innocent homeowner watching television in his recreation room.

More often such coverage prompts liability claims arising out of barroom brawls, involving either combative patrons or staff endeavouring to deal with unruly individuals. Surprisingly, many skirmishes involve female attendees.

Jewellers Block coverage presents the adjuster with challenging situations, predominately involving armed robberies. In more than one instance, culprits brandishing firearms employ rubber mallets, smashing open diamond showcases whereupon they promptly flee the scene. Proper investigation necessitates immediate closure of the subject store, followed by a timely and complete physical inventory. A "roll forward" from the last year-end inventory tracking subsequent purchases and sales reveals the extent of loss, subject to cost verification.

In one instance the adjuster is asked to interview an apprehended party, whereupon leave was granted to enter a medium security penal institution.

Claims of day to day magnitude often involve "bait and switch" tactics, where a patron would request an opportunity to view an expensive wristwatch, while secretly holding a forged duplication. An accomplice would momentarily divert the clerk's attention, whereupon the patron would abruptly express disinterest, exiting the premises in haste while leaving the worthless duplication behind. The advent of the Showcase Warranty, restricting the removal of more than one item on display during a transaction, although beneficial, is obviously inapplicable in such instances.

Claims arising out of loss or damage to fine art proves somewhat captivating, given the esoteric nature of the subject matter. Field paintings on display, created by members of the Group of Seven are stolen. To augment the matter of valuation, the adjuster meets with the McMichael family, later visiting their famed gallery.

Works of art are lost in shipment or damaged due to negligent conduct. A house painter, working on an interior project inadvertently splashes paint on a near-by item positioned on an adjacent wall. His efforts to remove the offending material results in significant additional damage. A couple take up occupancy of a new dwelling, early on, temporarily resting two paintings on the living room floor against a chair. An inebriated neighbour, while visiting, stumbles driving the wooden arm of the chair through both canvasses.

The upheaval described is dealt with in addition to day to day water escapes, fires and various mishaps causing both property damage and bodily injury.

A preteen child suffers serious injury when her hair becomes entangled in the motor of a go-cart at an amusement facility. The exquisitely manufactured rafters of an arena under construction are destroyed in a collapse caused by inadequate interim bracing measures.

On occasion the adjuster encounters a measure of humour brought to light during investigational endeavours, such as a young boy observing flames at the second-floor window of a residence while delivering newspapers in the neighbourhood, whereupon he makes immediate efforts to notify the occupants. His frantic and continued knocking on the front door is acknowledged when it is abruptly opened by a naked obese middle-aged male, causing the child an increased measure of alarm.

In summation, having been invited on occasion to participate on the licensing board, I suggest adjusters endeavour to gain increased knowledge and experience in commercial as well as personal lines coverage.

A competent adjuster retains supporting professional expertise when required.

D.A. Smith, CIP
S.J. Kernaghan Adjusters Limited, Toronto and Newmarket
Branch Manager, 1970
Adamsons Ltd. And Graham Miller Canada Ltd., 1974
Lowthian, Smith & Sharoun Insurance Adjusters Limited
1988
D.A. Smith Insurance Adjusters Limited
1994-2011

FOR IMMEDIATE RELEASE

ONTARIO, CANADA - WP Radio, the premier insurance adjusters podcast in Ontario, is excited to announce the upcoming season of guests, episodes and interviews for 2023.

The new season will feature a wide range of industry experts, including insurance adjusters, industry leaders, and policy experts, providing valuable insights and information to listeners.

"We are thrilled to bring our listeners a new season of engaging and informative content," said Terry Doherty, host of WP Radio. “We’ve been doing this for more than half a decade now and we’re still just as excited and looking forward to speaking with all of our guests every time we record an episode.”

WP Radio will continue rolling out MyKey’s series ‘Home Away From Home’, on the podcast network and will additionally be at all Ontario Insurance Adjusters Association events, recording live with guests, sponsors and other members of the industry.

In 2023, WP Radio has focused on expanding their production of branded content shows, as part of their mission to constantly grow and enhance their roster of episodes.

"We are committed to providing our listeners with the most valuable and up-to-date information in the insurance industry," said Doherty. "The new season of WP Radio will be an essential resource for anyone working in the insurance industry or interested in learning more about it."

Listeners can tune in to the podcast on all major platforms, including Spotify, Apple Podcasts, and Google Podcasts.

For more information on all branded content productions, options for sponsorship, and guest spots on interviews, please contact Kieran Doherty by phone or email.

Kieran Doherty
Executive Producer, WP Radio Podcast Network
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The K-W OIAA Battle of the Bands Rocked Maxwells!

The Kitchener-Waterloo OIAA chapter held their much-anticipated Battle of the Bands event on Thursday, April 25, 2024. 5 bands competed, 3 judges deliberated, and 1 winner took home the trophy and bragging rights!

"Work in Progress" from ServiceMaster Restore took to the stage first and had the crowd singing along to some favorites from our youth!

"The Advantage" from Ayr Farmers Mutual Insurance kept the throw-backs going and one of our previous Battle winners, "Haz-Matt" from Woodhouse Restorations had people jumping!

"The Jones Town Gang" from Echelon Insurance hit us with some high energy rock classics and "Friends from Work" from Crawford & Company ended the competition with an ABBA cover that got even the non-dancers moving!

The talent was next-level and the judges had a hard time picking just one winner but "Friends from Work" had them sold!

Congratulations to "Friends from Work" from Crawford & Company on your Battle win!

A special thank you goes to our Judges: Terry Doherty, Shawna Gillen and Kelley Wagner. As well as our photographer for the night: Josh Khindria from Larrek Investigations. And the team at Maxwell's Concert Hall in Waterloo!

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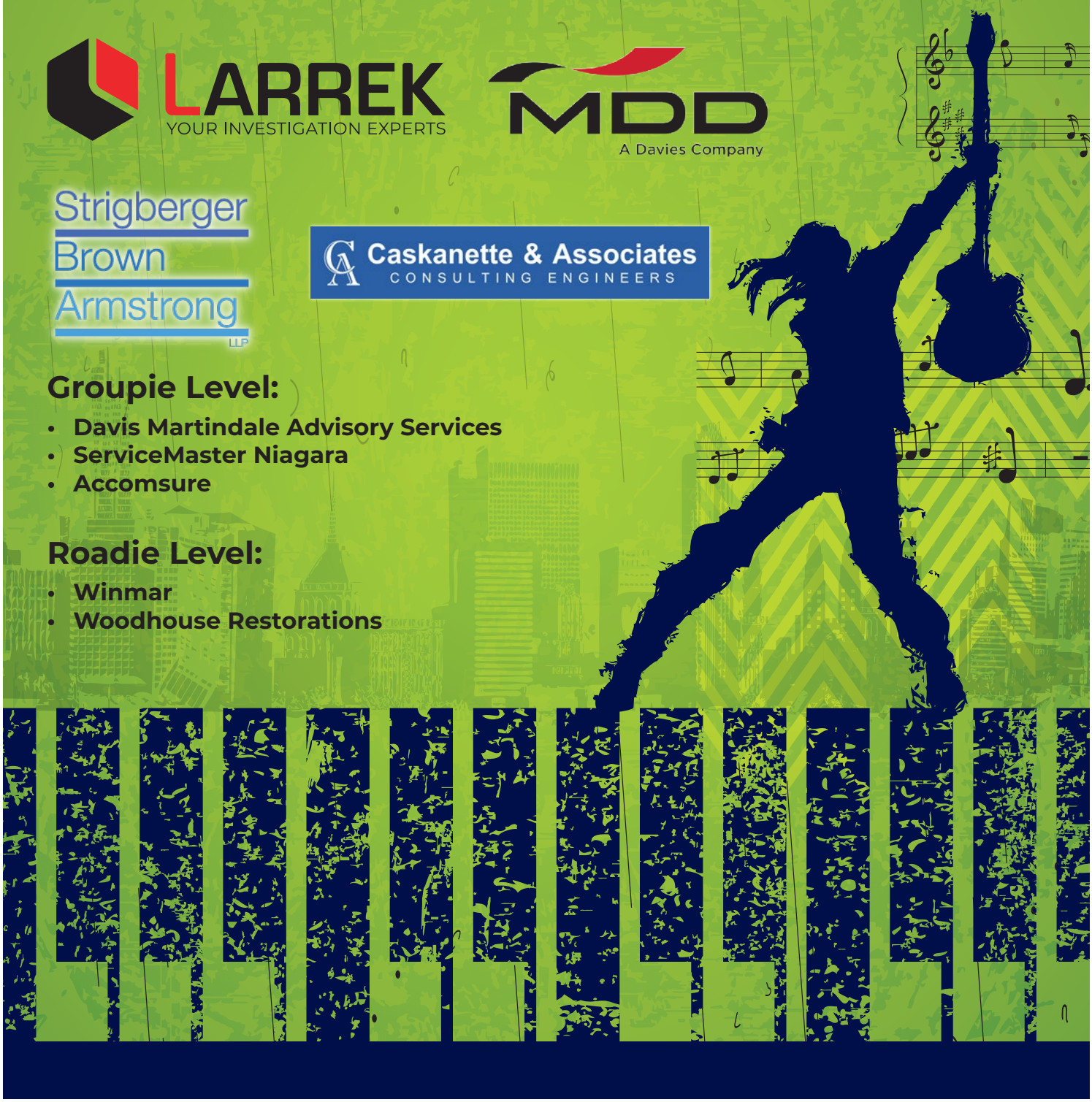


Work in Progress

Photos taken by Josh Khindria of Larrek Investigations

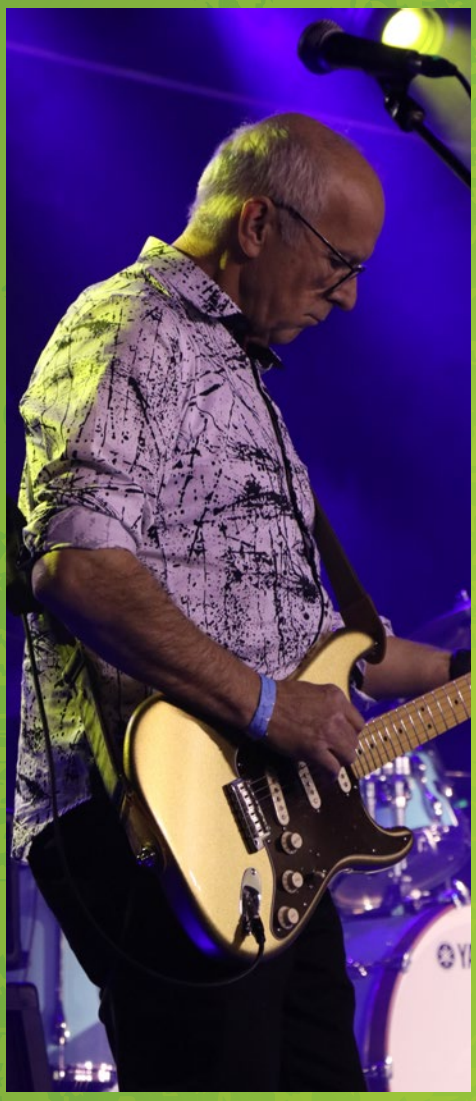
The Advantage

Photos taken by Josh Khindria of Larrek Investigations

Haz-Matt

Photos taken by Josh Khindria of Larrek Investigations

The Jones Town Gang



Photos taken by Josh Khindria of Larrek Investigations

Friends from Work

Photos taken by Josh Khindria of Larrek Investigations


2024 GOLF TOURNAMENT CALENDAR OF EVENTS
KITCHENER WATERLOO CHAPTER
JUNE 20, 2024
ARISS VALLEY GOLF CLUB
LINK TO REGISTER: HTTPS://KW-OIAA.CA/UPCOMING-EVENTS/
THUNDER BAY CHAPTER
AUGUST 29, 2024
WHITEWATER GOLF COURSE
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HAMILTON CHAPTER
AUGUST 22, 2024
FLAMBOROUGH HILLS GOLF COURSE
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LINK TO REGISTER: OIAAWINDSOR.US15.LIST-MANAGE.COM
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SEPTEMBER 20, 2024
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AUGUST 29, 2024
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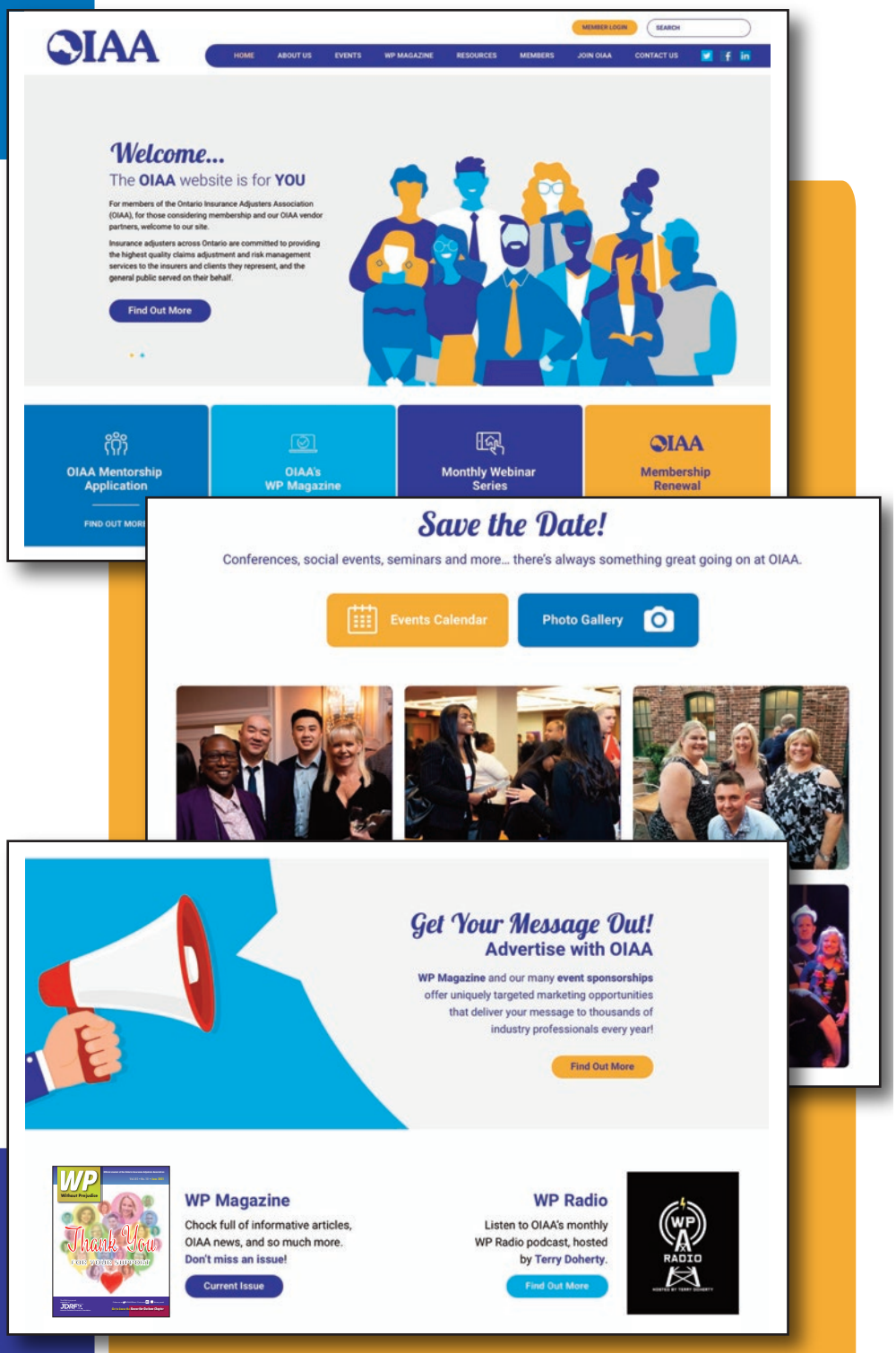

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- Ability to collaborate with others through our Mentorship program
- Participate in shaping claims adjustment and risk management services in Ontario

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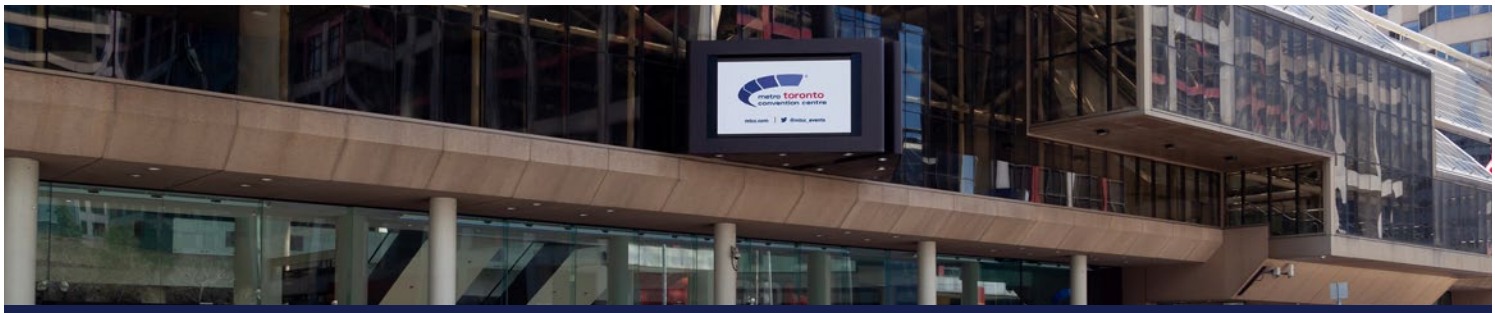

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