CAIIA Status Report

OCTOBER 2005

CAIIA at the CCNC

Your Association was very prominent at the Claims Conference of Northern California (CCNC). If you could not make this years CCNC, you missed a great event.

The Association wishes to thank Jeff Caulkins (John S. Rickerby Company), Steve TIlghman (Southwest Claims Service), Sharon Glenn (John Glenn Adjusters), Peter Vaughan (Vaughan and Associates), Kevin Hansen (McCormick, Barstow, Sheppard, Wayte, & Carruth, LLP), Bill Scheller (Dunlap Claims Service), and Sterrett Harper (Harper Claims Service) for all their help at the booth over the two day seminar.

Fair Claims Regulations to Change Again

By Peter Schifrin
Schifrin, Gagnon and Dickey, Van Nuys

We were expecting preparation for our presentation of the Claims Regulations at the Annual Convention to be a piece of cake. We shouldn't have mentioned that to Insurance Commissioner John Garamendi. Just to make life more difficult, the Commissioner has proposed changes to the Regulations.

The proposed changes include:

- Proof of Claim - The definition would be amended to state "any evidence or documentation in the possession of the insurer, whether as a result of its having been submitted by the claimant or obtained by the insurer in the course of its investigation that provides any evidence of the claim and that reasonably supports the magnitude or the amount of the claimed loss."

The word reasonable is new and seems to give the DOI much more opportunity to find fault in the handling of a claim. Also, the burden of proving the loss seems to be swaying to the insurer.

- In determining whether a settlement offer is unreasonably low the regulations would "recognize the difference in claims negotiations depending on whether the claimant is represented by counsel."

Apparently the DOI believes counsel will know if they are being offered too little.

- Ensuring accuracy of data – Proposed new language states "Although insurers are permitted to use third-party vendor services to determine damages, they are required by law to offer adequate, accurate settlements no matter what information and resources are used to establish damages."

Many feel this is a burdensome regulation that will drive up investigation costs since insurers may not rely on services such as CCC. It may be stricken before the Regulations are finalized.

- Depreciation of Labor in First Party Auto Claims – **NEW Proposed Section** states "In a first party partial (auto) loss claim, the expense of labor to

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An Employer Organization of Independent Insurance Adjusters

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PRESIDENT'S MESSAGE

As I write my last President's Message, we are doing last minute preparations for the CAIIA's 59th Annual Convention and All Industry Day, being held at the Hotel Valencia, located in San Jose's Santana Row. See our ad in this edition and be sure to register to attend. The All Industry Day, being held Friday, October 14, 2005, will give claims personnel from our membership, the insurance industry, and self-insured groups the opportunity to receive training in various areas.

Although I have so many things to say, I will refrain and keep things short. Being President of the CAIIA has truly been an honor. When I first was asked to be on the Executive Board of Directors and go through the "5" Chairs (Secretary/Treasurer, Vice President, President-Elect, President, & Immediate Past President), I don't know that I truly understood where I was heading. However, having had the guidance of the Presidents whose path I was following, gave me the courage and conviction to lead, nurture, and grow the CAIIA. In fact, the membership numbers this year have grown to 3 year highs. That is especially amazing given most organizations have seen numbers falling.

Success as President of the CAIIA did not come easily or without a price. As a volunteer organization, member efforts mean giving up time from their own businesses to benefit all of us. I have been fortunate to have had a terrific Board of Directors and many members who have stepped up to the plate, asked what they could do…or even better, came with ideas and then implemented them. I have received support from insurers and vendors alike who recognize that the CAIIA's educational efforts were worth contributing to in time and resources.

Although I can't thank everyone by name without filling up the "Status Report" with my "message", I do want to recognize a few individuals that took extra big steps in helping me and the CAIIA. Steve Tilghman (Southwest Claims Service, Inc.) for all your help and advice…especially with the SEED Program; the entire staff at Exponent for your work and hours volunteered in preparing and presenting the SEED Program; Lee Collins (Gregory B. Bragg & Associates) and Don Ferguson (Hunt & Ferguson, Inc) both for helping me keep my feet on the ground; Sharon Glenn (John Glenn Adjusters) who never said no; Peter Schifrin (Schifrin, Gagnon & Dickey, Inc.) who was always willing to take any task…plus kept great books; Marybeth Danko (SeaCliff Claims Group, LLC) who has done a wonderful job with advertising and promoting the CAIIA; and Kevin Hansen (McCormick, Barstow, Sheppard, Wayte & Carruth LLP) who has not only been a great Of Counsel to the CAIIA, but has been an instructor with the SEED Program and most of our educational events. Finally, the one guy that just won't quit, is always willing to do anything I need done, has already gone through the Chairs and yet still works tirelessly for the CAIIA, my friend…Sterrett Harper (Harper Claims Service, Inc.). He does the Status Report each month, runs scheduling for me for most events where the CAIIA promotes the organization, donates space for CAIIA's 'physical' office, maintains an historical connection to the CAIIA's past, and makes sure we follows all official decorum in running this organization. And should we ever have a power failure at a meeting, he is our back-up public address system!

Join me at the CAIIA Annual Convention this month in electing our newest officer, Pete Vaughan (Vaughan & Associates) and presenting the slate of our newest Board Members, Marybeth Danko, SeaCliff Claims Group, LLC; Sam Hooper, Sam Hooper & Associates; and Frank Zeigon, M&Z Claims Service. Although it is hard to believe a year has past, shortly I will be handing over the reigns to our next President, Steve Wakefield, RPA (Ronald Bolt & Associates). Thank you for allowing me to serve you all…and most important of all, letting me get back to running my own company, Southwest Claims Service, Inc.

DOUG JACKSON, RPA
President - CAIIA 2004-2005

Black Box or Pandora's Box

Submitted by Alexis L Walker
Knapp, Petersen & Clarke – A Professional Corporation

In April 2002, the institute of Electrical and Electronics engineers Standards Association ("IEESA"), in association with the Department of Transportation and other government agencies, began releasing information regarding the ongoing development of motor vehicle event data recorders ("EDR"). Better known as a "black box", and as well known and utilized for years in airplanes, the technology is now earthbound. By 2004, the National Transportation Safety Board ("NTSB") had recommended that all autos to be equipped with a data recording device. Widespread adoption of this technology in commercially sold automobiles will and already has begun to dramatically influence auto-related personal injury litigation.

The MVEDRs, or black boxes, are being designed to record specific information such as speed, acceleration, location, and time (some devices record up to 42 data elements.) Recording such data has been promoted by car manufacturers and government agencies for the significant safety information the data yields. Supporters of the technology, such as Jim Hall, the co-chair of the IEESA development project and former NTSB head, attest that the primary purpose of furthering the technology and integrating it into commercial automobiles is that "the more accurate the data we gather on highway crashes, the better chance we have to reduce the devastating effects of crashes." Indeed, the "NTSB considers this so important that it features 'automatic crash sensing and recording devices' high on its current list of the 'Most Wanted' transportation safety improvements."

While the data may be used in the larger scale to make advancements in auto technology and highway design, on the individual crash basis, a more immediate impact may be its evidentiary value in litigation. Whether for safety or evidentiary purposes, Mr. Hall claims that the boxes will serve to "objectively track what goes on in vehicles before and during a crash to complement the subjective input we now get from victims, eyewitnesses, and police reports." This technology will impact the evidentiary standards and the efficiency and accuracy of accident examination, reconstruction and reliability.

Although the recorded data will eliminate many of the problems associated with testimonial inconsistencies and unknowns in many auto accident cases, the recording and dissemination of the data recorded remain a key concern to many. The devices record information about the individual vehicle's whereabouts and activities and, thus, the driver. Privacy issues naturally arise.

First and foremost, there is little legislation in place regulating the specific devices by name. Indeed, in the litigation arena, there are presently no restrictions on the use of the recorded information. If the data is requested in the process of litigation, there are presently no specific protections or basis for refusal to produce it.

Additionally, California is the only state so far to require car dealers to disclose the presence of an MVEDR to potential buyers, thus, many people do not even know that their activities are being recorded.

The use of the data by insurance companies to monitor their insureds' driving and determine insurance rates and/or coverage based on the data received will also concern consumers, as will the "tracking" potential. Global positioning system ("GPS") technology allows pinpoint location data to be transmitted in real time. While this technology already exists and is in use in other devices, such as cell phones, recorded location data is one of the primary concerns raised in relation to the widespread use of the EDR devices. The type of data recorded poses constitutional questions as to whether the use of such records, whether in real time via GPS or after an accident, infringe upon individual freedom of movement and right to privacy.

Thus, the advancement in technology can serve as both a blessing and a curse. Like a DNA fingerprint, the black box data will provide objective evidence regarding the vehicle's movement immediately prior to an accident. The participants' subjective memories of the facts will be concretely confirmed or refuted. Such objective evidence should help the determination of both liability and causation in auto accident litigation and may, indeed, allow for faster and more comprehensive prelitigation evaluations of the cases.

As noted above, the use of black box technology also raises significant constitutional issues, specifically relating to individual privacy rights. Accordingly, the propagation of such technology will also bring with it significant debate and will likely, eventually, bring more legislation. Indeed, like California, the New York Legislature, in April 2005, began contemplating bills to regulate black box technology.

Although the commercial integration of the technology remains in its childhood, still awaiting equipment and data consistency, the legal community has already begun to analyze and, of course, debate, the pros and cons of the technology's applications. While the required use of EDR's will undeniably impact the litigation of auto-accident actions, the extent to which such evidence will be allowed remains to be seen. As the technology of onboard data recorders further develops and becomes more prevalent, the state legislatures and courts must continue to tackle the regulation of the devices, the data recorded, and the admissibility and weight of such evidence for auto-related litigation.

Fair Claims Regulations to Change Again

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> repair or replace the damage is not subject to depreciation unless the insurance contract clearly and unambiguously permits the depreciation of the expense of labor."

This is a reminder that auto insurers should amend their policies if they wish to depreciate labor.

- Towing and Storage – The Regulations would be amended to clarify that "Insurers shall reimburse the insured for those reasonable fees incurred in having the loss vehicle towed from the accident scene and stored thus protecting the vehicle from further damage." Additionally, third party claimants are to be treated similarly.
- Depreciation in Residential and Commercial Property Claims - **NEW Proposed Section** states "Although property may depreciate, the cost of the labor used to replace that property is not subject to depreciation."

This represents acknowledgement of Insurance Code Section 2071.

- Surety Claims – The time period to accept or deny a claim is reduced from 60 to 40 days.

The Department of Insurance is holding public hearings on September 21 and 22. Come to the Annual Convention and learn when the new Regulations will be implemented!

Weekly Law Resume

Prepared by Low, Ball & Lynch, Attorneys at Law

Torts – Employer Liability – Course and Scope of Employment

Dean Hartline v. Kaiser Foundation Hospitals , Court of Appeal, Third Appellate District (August 31, 2005))

The application of the doctrine of vicarious liability to injuries caused by an employee during the course and scope of his employment depends on the facts on each particular case. In this case, the injured party argued the doctrine should be extended to include any injury that occurs on the employer´s premises.

Ann Collins was employed by Kaiser Permanente Medical Group as a staff physical therapist. While driving to work on the date of the accident, she turned into the driveway of the Kaiser parking lot and struck Dean Hartline as he was walking across the driveway. Collins was not paid her transportation costs or her car insurance and the accident occurred before she started work. Hartline sued Collins and Kaiser. Kaiser moved for a summary judgment. Hartline opposed the motion on the basis that the accident occurring on the employer´s premises and, therefore, should be considered within the course and scope of employment. The trial court granted Kaiser´s motion. Hartline appealed.

The Court of Appeal affirmed the judgment. The burden on Hartline was to show that Collins was acting within the course and scope of her employment at the time of the accident. In worker´s compensation proceedings, going and coming to and from work is normally considered outside the course and scope of employment. Hartline argued the rule did not apply. He based his argument on a rule that has developed in worker´s compensation cases that states under the "going-and-coming' rule the employment relationship begins when the employee enters the employer´s premises. This rule has been applied in such cases to hold the injury occurs in the course and scope of employment when the accident occurs in parking lots used by employees or on public property immediately adjacent to the workplace. The Court noted that no published case had applied this rule outside of the worker´s compensation arena.

The Court of Appeal rejected this approach. The Court noted that worker´s compensation tests for course and scope of employment are not identical to the tests applied in civil lawsuits. Thus decisions in that arena are not controlling precedent. In the civil arena, the definition of course and scope of employment is more restrictive than that of worker´s compensation. This is based upon different policy considerations. Worker´s compensation is social insurance designed to protect employees from occupational hazards. The doctrine of respondeat superior imputes liability to the employer based upon the employee´s fault because of a special relationship.

The Court stated the "premises line' rule did not fit civil suits. The justification for the rule of respondeat superior liability is an allocation of risk. The employer accepts risks inherent in or created by the employment enterprise. A risk is inherent in the enterprise when it is not unfair or startling to include the loss resulting from the employee´s activities in other costs of the employer´s business. The question is whether it is typical of or broadly incidental to the enterprise undertaken by the employer. The employer has liability for accidents which are characteristic of its activities.

An employee´s commute, absent special circumstances, generally is not inherent in, typical of, or created by the work. The fact that employees have to commute to work does not mean that a commute is part of the enterprise that the employer has agreed to assume as a risk. The fact that the accident had happened on the premises of the employer did not change the character of that risk. The Court stated that it would be an arbitrary expansion of employer liability to assign vicarious liability to the employer whenever an accident occurred on their premises or in public areas near their premises, without regard to whether the accident was typical of, or broadly incidental, to the employer´s enterprise. The Court felt there was an insufficient nexis upon which to attach vicarious liability upon the employer.

The Court therefore held the trial court did not err in granting Kaiser´s motion for summary adjudication of the vicarious liability cause of action against it. The judgment was therefore affirmed.

COMMENT

This case affirms that commuting to and from work is not within the scope of employment so as to impose vicarious liability on an employer, absent special circumstances. However, the facts of each case must be examined to make that determination.

Bad Faith - Genuine Dispute Doctrine - Punitive Damages

CalFarm Insurance Co. v. Krusiewicz, California Court of Appeal, Fourth District (July 22, 2005))

The Genuine Dispute Doctrine protects insurers from general damages and punitive damages when they are wrong in a coverage decision. This case examines its application.

Tadeusz and Betty Krusiewicz hired Laynescape, Inc. to perform landscaping work on their property, including construction of retaining walls. The walls did not prevent moisture intrusion due to the failure of Laynescape to apply the proper number of coats of sealant to the back of the walls. To prevent the damage from reocurring, the back of the walls had to be resealed, which required removing back-filled soil and landscaping and replacing the soil and landscaping. The damages claimed were $712,844, which included $533,762 to remove and replace the back-fill and landscaping.

he Krusiewiczes sued Laynescape and CalFarm agreed to defend Laynescape. CalFarm did so under a reservation excluding coverage for damage to the work product of the insured and costs for repairing the insured's defective work. During the litigation, CalFarm contended there was coverage for damage to the paint on the exterior of the wall but no coverage for repair or replacement of the wall. An issue arose as to the cost of removing the soil and landscaping and replacing it in order to make repairs. CalFarm obtained a coverage opinion which said such damages were not covered. In settlement discussions thereafter, the attorney retained by CalFarm suggested to the Krusiewiczes' attorney that they agree to binding arbitration with a general award for damages. He advised him that this would require CalFarm to pay the entire amount. As a result, the Krusiewiczes agreed.

At arbitration, a lump sum of $475,000 was awarded for the damages. Judgment was entered on the arbitration award. CalFarm paid the Krusiewiczes $80,000, based upon the cost of sandblasting and repainting the exterior wall and then filed a declaratory relief action to adjudicate the remainder of the award. The Krusiewiczes and Laynescape filed cross-complaints against CalFarm for breach of contract and breach of the covenant of good faith and fair dealing. The

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■ Weekly Law Resume

Prepared by Low, Ball & Lynch, Attorneys at Law

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trial court ruled all of the costs were covered. In addition, the court found CalFarm in bad faith and awarded punitive damages of approximately $1,457,000.

On appeal to the Court of Appeal, the judgment was affirmed except for the award of punitive damages. The Court found that the statements made by defense counsel during the settlement conference bound CalFarm to pay the full amount of the arbitration award. The attorneys' representations that CalFarm would have no choice but to pay the arbitrator's award if it was made in the form of a general verdict constituted a non-ambiguous promise to pay the full amount of the award. However, the statement did not support an award of punitive damages. That had to be based upon the breach of the contract.

The Court concluded that CalFarm's decision to not pay for the cost of removal and replacement of back-fill and landscaping was objectively reasonable because the law in this regard was unsettled. The Court stated that where there is a genuine issue as to an insurer's liability, there is no bad faith imposed on the insurer. The question in this case was whether the costs associated with removing the back-filled dirt and landscaping to gain access to the backside of the retaining wall, as well as replacing the dirt and landscaping, was part of the covered damages. The Court stated that, under the current state of the law, reasonable minds could disagree on the answer. Because the case law did not clearly resolve the issue one way or the other, CalFarm could reasonably take the position that the cost of removing and replacing the back-filled dirt and landscaping was not covered. Their decision was objectively reasonable. As such, CalFarm could not be liable for bad faith breach of the insurance policy.

The court therefore affirmed that CalFarm was liable for the entire arbitration award but was not liable for the punitive damages, which portion of the decision was reversed.

COMMENT

A dissent asserted that the removal of the back-fill and landscaping and replacement was covered and that therefore CalFarm should be liable for bad faith. This is an interesting case which warrants watching to see if it is further reviewed.

■ CAIIA *Calendar*

■ CAIIA Annual Convention

October 12-14, 2005
Hotel Valencia, Santana Row
San Jose, CA
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boltadj@msn.com

Four Chiropractors Nabbed on Multiple Felony Counts; Investigators Allege the Suspects Committed Insurance Fraud and Performed Unauthorized Surgeries

SACRAMENTO – Insurance Commissioner John Garamendi on Thursday announced the arrests of an El Dorado County chiropractor and three Central Valley chiropractors on multiple felony counts, including insurance fraud.

Joseph R. Ambrose, 43, of El Dorado Hills, Richard Guadalupe Saucedo, 62, of Turlock, and Pedram Vaezi, 33, of Modesto, were arrested by California Department of Insurance Investigators on Tuesday and booked into the San Joaquin County Jail. A fourth suspect, Michael Hall Yates, 48, of Stockton, was arrested Tuesday night and booked into the Contra Costa County Jail.

Saucedo and Vaezi were charged with filing false insurance claims and practicing medicine without certification, a felony in the state of California. Yates and Amborse were charged with multiple felony counts, including practicing medicine without certification, conspiracy to commit a crime, grand theft, workers' compensation insurance fraud, unlawful rebates, and filing false insurance claims.

If convicted, each of the four suspects could face up to five years in state prison and/or be fined up to $150,000, or double the amount of the fraud, whichever is greater. Bail was set at $50,000 each.

"We look to people in the medical profession to help us, not harm us", said Insurance Commissioner John Garamendi. "But crimes such as those alleged in this case hurt us all by forcing insurance rates ever higher. We will prosecute these cases to the fullest extent possible to send a strong message that will help end these harmful scams."

Investigators allege that Yates and Ambrose were two of six co-owners of the Sierra Hills Surgery & Medical Center, an outpatient surgery center in Sacramento. The investigation revealed that the suspects were directing and performing a surgical procedure known an "Manipulation under Anesthesia ("MUA")". Chiropractors, by virtue of their licensure, are prohibited by law from performing and/or participating in medical-surgical procedures. Saucedo and Vaezi functioned as 1st assistant surgeons to Ambrose. During the period in question, Saucedo, Vaezi and Ambrose were also employees of Med-1 Medical Center, headquartered in Modesto. Med-1 Medical Center is the focus of an ongoing San Joaquin County District Attorney's Office/CDI joint investigation. The owner of Med-1 Medical Center, Wilmer Origel, D.C., was also an owner of Sierra Hills Surgery & Medical Center. Origel was additionally the owner of a billing company, Unique Health Care Management, which, during the period of time in question, was performing the billing for Sierra Hills Surgery & Medical Center.

Origel, together with his administrator, Robin Barney, and his financial officer, Rebecca Benedict, were previously arrested by CDI Criminal Investigators in January of this year for allegations of fraudulent billing and other criminal charges.

Powerine Oil Company v. Superior Court ("Powerine II"), California Supreme Court, Case No. S113295, filed August 29, 2005.

The California Supreme court affirmed the Court of Appeal's holding that the insuring provision in Central National's umbrella liability policies obligates Central National to indemnify its insured, Powerine, for expenses Powerine incurs in responding to two government cleanup orders. In reaching its decision, the court distinguished the language in the Central national umbrella policies from that contained in the standard CGL policies, which were the subject of the decisions in Certain Underwriters v. Superior court (2001) 24 Cal.4th 945 ("Powerine I") and Foster-Gardner, Inc. v. National Union Fire Ins. Co. (1998) 18 Cal.4th 857 ("Foster-Garner").

In Powerine II, the Court noted that the costs of complying with administrative cleanup orders are not covered under standard form CGL policies pursuant to Powerine I and Foster-Garner. The court, however, found that the umbrella policies issued by Central National provide broader coverage than standard form CGL primary policies. The Court held that the excess policies provide that the insurer will indemnify for "damages and expenses", whereas the standard CGL policies only cover "damages". The Court also held that the definition of "expenses" in the policies' ultimate net clause does not limit "expenses" within the insuring agreement to defense costs for covered losses.

County of San Diego v. Ace Property & Casualty Insurance Company, California Supreme Court, case no. S114778, filed August 29, 2005.

In contrast to its decision in Powerine II (discussed above), in this case, the California Supreme Court held that its holding in Certain Underwriters v. Superior court (2001) 24 Cal.4th 945 ("Powerine I"), applies to an excess liability policy that does not contain a duty to defend, and limits coverage under this policy to money ordered by a court.

The county of San Diego argued that the Supreme Court's holding in Powerine I, did not apply because the excess policy at issue, unlike the primary policy addressed in Powerine I, contains no clause requiring the insurer to defend the insured against "suits". The county thus claimed that the term "damages" in the insuring agreement is not linked to a civil action. The California Supreme Court affirmed the Court of Appeal's holding, which rejected the County's argument, finding that the absence of a duty to defend in the excess policy does not make Powerine I inapplicable. The Court also rejected the County's argument that the terms "settlements" and "claims" in the excess policy's ultimate net clause indicate that the policy covers environmental cleanup costs and settlements of nonlitigated claims. In reaching its decision, the Court explained that there are several key distinctions between the excess policy wording in this case and the umbrella policies at issue in Powerine II.

West Coast Life Insurance Company v. Ward, California Court of Appeal, First District, Division One, case no. A108553, filed August 25, 2005.

The California Court of Appeal held that an insurance company properly rescinded a life insurance policy based on a material misrepresentation that the applicant made on the insurance application.

This case concerned two inaccuracies in an insurance application. The insurance application asked if the "proposed insured" had any application for other life insurance then pending or any other in-force policies. The applicant answered no to these questions, when in fact she had several applications pending and three policies in-force, with total policy limits of $2.9 million. West Coast Life (WCL) issued a policy to the applicant but then, after the insured's death, filed an action to rescind the policy when it learned that the applicant had failed to disclose her other life insurance. On appeal, the insured's husband did not contest that his wife's failure to disclose other current insurance policies was material to WCL's decision to issue the policy, but argued that WCL had waived the nondisclosure. The husband argued that before issuing the insurance policy in question, WCL received information that his wife's responses contained an omission, and that this information should have prompted WCL to inquire as to the actual facts regarding the wife's other insurance. The Court of Appeal rejected this argument, and held that the information obtained by the insurer did not imply the existence of other material nondisclosures, and did not give rise to a waiver of the insurer's right to receive all information material to the risk during the application process.

In reaching this decision, the Court of Appeal held that the underwriting agent acted solely as the insured's agent in dealing with the general insurance agent, and therefore his knowledge could not be imputed to WCL.

CAIIA REGISTRATION FORM

California Association of Independent Insurance Adjusters
ANNUAL CONVENTION — October 12, 13, & 14, 2005
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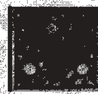

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Your Name ______________________ Significant Other ______________________
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- ***CAIIA members must purchase a minimum of one complete registration package in order to attend any event. Package includes all events below.***
- ***CAIIA Member Employees may attend full or separate events only with a minimum of one full Registration Package.***
- ***Insurance personnel and guests (*) may purchase President s Dinner Event and Educational Events only.***
- ***Please specify which events you and your significant other/mate will actually attend by placing a check mark in the box next to the event. If an insurance personnel guest (*), please indicate # attending each event in Guest Box [ ] below.***

EVENT	COST	# of TICKETS	TOTAL
Registration Package — members with spouse/mate **	$ 200.00	________	$________
Registration Package — members w/o spouse **	$ 175.00	________	$________
President s Dinner/Reception/Awards/Installations (10/13/05)	$ 50.00	________	$________
Educational programs including continental lunch *(available to member employees or insurance company guests only)*	$ 25.00	________	$________
Fair Claims Settlement Practices Recertification (with any of above)		________	FREE
		Grand Total Payable	$

Items in blue for Members/Member Employees/Significant others only

SCHEDULED EVENTS

		Please Show # Attending Events Below:	*You*	*Mate*	*Guest**
10/12	6:30 P.M.	Registration & Reception	[ ]	[ ]	[ ]
10/13	9:00 A.M.	Business Meeting	[ ]	[ ]	[ ]
10/13	12:00 P.M.	Lunch	[ ]	[ ]	[ ]
10/13	1:30 P.M.	Advisory Counsel	[ ]	[ ]	[ ]
10/13	6:30 P.M.	Presidents Gala Dinner Event, Awards, & Officer Installations	[ ]	[ ]	[ ]
10/14	8:00 A.M.	Registration/Continental Breakfast	[ ]	[ ]	[ ]
10/14	9:00 A.M.	Education Seminars	[ ]	[ ]	[ ]
10/14	12:00 P.M.	Luncheon	[ ]	[ ]	[ ]
10/14	1:00 P.M.	Simsol Estimating Program Training	[ ]	[ ]	[ ]
10/14	4:00 P.M.	Closing Ceremonies			

Please make your checks payable to CAIIA or pay by credit card.
Mail Registration form and payment to:

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Any Questions, please call or email
Sharon Glenn @ sglenn@johnglennadjusters.com
Sharon Glenn, John Glenn Adjusters & Admin., Inc. -- (925) 280-9320
Steve Wakefield, Ronald Bolt & Associates — (559) 485-0441

*** We welcome the attendance and participation of insurance company and risk management claims personnel and attorneys at the President s Gala Dinner Event, the Educational Seminars, and Luncheon following seminars.**

Cut-off date for Convention (not hotel) is October 5, 2005. Any registration after that date is subject to a $35.00 late fee.

EXECUTIVE OFFICE DUTY DISTRIBUTION AND COMMITTEES

Duty	Name	Phone	Email
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