

ALASKA DIVISION OF INSURANCE FILING CHECKLIST
Homeowners Insurance Forms

	POLICY PROVISION	REFERENCE	COMMENTS	PAGE #
<input type="checkbox"/>	Alaska Rule of Civil Procedure 82	3 AAC 26.500-.550 Order R96-03 Bulletin 96-04 Supreme Court Case No. SP-5715	A policy that limits coverage for attorney fees taxable against an insured under Alaska Rule of Civil Procedure 82 must satisfy the minimum standards of 3 AAC 26.500-3 AAC 26.550 . Bulletin 96-04 provides sample notices. <i>Therchik v. Grant Aviation, Inc. (7/25/2003)</i> – Alaska Supreme Court ruled that Civil Rule 82 notices must be "close to identical" to notices in Bulletin 96-04. The notices provided with Bulletin 96-04 must be used. Replacement notices may be submitted for review, but you will be required to demonstrate that the sample notices do not meet the needs of your company.	
<input type="checkbox"/>	Appraisal	AS 21.96.035	The time frames and appraisal process must be consistent with the statute. Each party must bear expenses and fees, not including counsel & adjusters' fees, as determined by the umpire. Neither the rights of the insured nor the insurer are restricted.	
<input type="checkbox"/>	Arbitration	AS 09.43.300-.595 3 AAC 26.075	Contracts entered into after January 1, 2005 must comply with the Revised Uniform Arbitration Act, including an Alaskan venue.	
<input type="checkbox"/>	Arbitration Fees	AS 09.43.480 (d)	Arbitrator's expenses and fees, along with other expenses, shall be paid as provided in the award.	
<input type="checkbox"/>	Cancellation Fee	AS 21.36.255 (a)	If the insured cancels a policy, the insurer may charge a cancellation fee of not more than 7.5% of the unearned premium. A cancellation fee may not be charged unless the fee is clearly stated in the policy. A statement that the cancellation fee will not exceed 7.5% does not satisfy this requirement. The exact amount of the fee must be stated. A form that describes the cancellation fee only as the standard short rate will be disapproved.	

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<input type="checkbox"/>	Cancellation reasons for a personal insurance policy other than personal automobile	AS 21.36.210(f) AS 21.36.210(d)	<p>Personal insurance, other than a personal automobile policy, may only be cancelled by the insurer for:</p> <ul style="list-style-type: none"> • non-payment of premium; • conviction of the insured for a crime having as one of its necessary elements an act increasing a hazard insured against; • discovery of fraud or misrepresentation by the insured or a representative in obtaining the insurance or pursuing a claim; • discovery of a grossly negligent act or omission which substantially increases the hazards insured against; or • physical changes in the property which result in the property becoming uninsurable. <p>These reasons do not apply to the failure to renew a policy, except policies that have been in effect for less than 12 months, and to a new business policy that has been in effect for less than 60 days at the time the cancellation notice is mailed.</p>	
<input type="checkbox"/>	Cancellation Notice for a Personal Insurance Policy	AS 21.36.220(a)	<p>If an insurer cancels, a written notice must be mailed to the named insured at least:</p> <ul style="list-style-type: none"> • 10-day notice for discovery of fraud or material misrepresentation made by the insured, etc. (see statutes); • 20-day notice for nonpayment of premium, etc. (see statutes); • 30-day notice before the effective date of the cancellation for any other reason. <p>If the insured is 70 years old or older, the policy should indicate that a cancellation notice will be sent to the named insured's designee, if elected.</p>	
<input type="checkbox"/>	Claim Payment	3 AAC 26.070(a)(2)	Undisputed portions of a first party claim must be paid within 30 working days.	
<input type="checkbox"/>	Concealment, Fraud Or Misrepresentation	AS 21.42.110	<p>All statements and descriptions in an application shall be considered to be representations and not warranties.</p> <p>A policy may be cancelled upon discovery of fraud or material misrepresentation; or may be rescinded upon discovery of fraud or material misrepresentation made in the application for insurance.</p>	

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<input type="checkbox"/>	Concurrent Causation	AS 21.36.096	Insurers may not deny a claim if a risk, hazard, or contingency insured against is the dominant cause of a loss and the denial occurs because an excluded risk, hazard, or contingency is also in a chain of causes but operates on a secondary basis. Language such as "regardless of any other cause which may have contributed concurrently or in any sequence with" appearing in exclusions or limitations violates this statute.	
<input type="checkbox"/>	Credit information use	AS 21.36.460(e),(f) Bulletin 18-08	Reconsideration certification is required to be filed if credit will be used to underwrite or rate personal insurance coverage.	
		AS 21.36.460(a) Bulletin 03-07 Bulletin 03-11 Bulletin 18-08	Disclosure on application and at renewal: Use of the following language will constitute compliance with the notice provision of this statute: In connection with this application for insurance or notice of renewal, we will review your credit report or obtain or use a credit-based insurance score based on the information contained in your credit report. We may use this information to decide whether to insure you or how much to charge. If a third-party is used to calculate the insurance score, the notice must also include language similar to the following: We may use a third-party in connection with the development of your insurance score.	
<input type="checkbox"/>	Entire Contract in Policy	AS 21.42.150	The policy must contain the entire contract between the parties.	
<input type="checkbox"/>	Examination Under Oath	AS 21.42.130	An insured must be allowed to have legal representation present when examined under oath.	
<input type="checkbox"/>	Form Numbers	AS 21.42.160(d) 3 AAC 31.250(a)	Each form must have an identifying form number. When a change is made to a form the designating letters, figures, terms, or other unique identifier shall be changed.	
<input type="checkbox"/>	Fungus, Mildew and Mold Exclusions	AS 21.36.096 Bulletin 04-07	Coverage for fungus, mildew or mold may not be excluded when it results from a covered cause of loss.	

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<input type="checkbox"/>	Intentional Acts Exclusion	AS 21.36.430	Coverage may not be refused, cancelled, denied, or increased based only on the fact that a person was a victim of domestic violence	
<input type="checkbox"/>	Lawsuits Against Insurer	AS 09.10.053 Supreme Court Case No. 1780 <i>Kaiser v. Umialik Ins.</i> No. SP-5877 <i>Brannon v. Continental Cas.</i> No. SP-6016	A person has three years to bring an action upon a contract. In <i>Fireman's Fund Ins. Co v. Sand Lake Lounge, Inc.</i> (09/24/1973), the Alaska Supreme Court ruled that such a time limitation begins to run only after there has been a breach of contract such as a denial of a claim or failure to defend. A form that states the time limitation begins from the date of the occurrence or time of loss will be disapproved.	
<input type="checkbox"/>	Lead Exclusions	AS 21.42.130	Blanket lead exclusions are deceptive to the risk assumed and may not be used. For risks with known lead exposure, individual risk filings may be made describing the exposure and justifying the need for the exclusion.	
<input type="checkbox"/>	Minimum Earned Premium	AS 21.36.255(a)(2)	Minimum earned premiums must be stated in the policy.	
<input type="checkbox"/>	Non-Renewal	AS 21.36.240	A non-renewal notice must be sent at least: <ul style="list-style-type: none"> • 20 days before expiration of a personal insurance policy; and • 45 days before the expiration of a business or commercial policy. Non-renewal based solely on the earliest claim made by the insured within the immediately preceding three-year period and arising out of a criminal act committed by a third party is not permitted.	

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<input type="checkbox"/>	Other Insurance	AS 21.42.130	Making a primary policy excess over any other applicable insurance is misleading and grounds for disapproval under AS 21.42.130 .	
<input type="checkbox"/>	Policy Contents	AS 21.42.160	General policy content requirements such as names of parties to the contract, premium, conditions, etc. See the statute for details.	
<input type="checkbox"/>	Proof Of Notice	AS 21.36.260	All notices must be mailed by first class mail to the last known address of the insured. A certificate of mailing, or certified mail receipt, must be obtained from the U.S. Postal Service or, the notice may be transmitted electronically if the insurer can obtain an electronic confirmation of receipt; a receipt from sending a Certified Mail letter is acceptable. Alternate methods of delivery may be used in addition to mailing or acceptable electronic transmittal, but cannot be used to replace the statutory requirement.	
<input type="checkbox"/>	Renewal Notice With Altered Terms	AS 21.36.235	Notice must be given if the renewal premium is increased by more than 10% or if there is a material restriction or reduction in coverage at least: <ul style="list-style-type: none"> • 20 days before the expiration of a personal insurance policy; or • 45 days before the expiration of a business or commercial policy. 	
<input type="checkbox"/>	Time Limit on Filing Claims	AS 21.42.130 Supreme Court Case No. S-2408	An insurer may not put a blanket limitation on the time in which an insured has to file claims. In <i>Estes v. Alaska Insurance Guaranty Association</i> (05/26/1989), the Alaska Supreme Court ruled that an insurer must show prejudice due to late reporting of a claim in order to be excused from meeting its obligations.	
<input type="checkbox"/>	Unearned Premium Refund Insured Cancel	AS 21.36.255	The insurer must return any unearned premium: (a) within 45 days of receipt of a request for cancellation, or (b) the effective date of cancellation, whichever is later.	
<input type="checkbox"/>	Unearned Premium Refund Insurer Cancel	AS 21.36.220 (c)	The unearned premium must be refunded before effective date of cancellation except for the reasons stated in AS 21.36.220 (c)(1). Then the refund must be within 45 days after the notice of cancellation.	

Name (print): _____

Date: _____

Signature: _____