



Civil Resolution Tribunal

Date Issued: May 4, 2022

File: SC-2021-005337

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Yoo v. Azga Service Canada Inc. dba Allianz Global Assistance*,
2022 BCCRT 530

B E T W E E N :

SUN HO YOO

APPLICANT

A N D :

AZGA SERVICE CANADA INC. dba ALLIANZ GLOBAL ASSISTANCE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. In his application to the Civil Resolution Tribunal (CRT), the applicant, Sun Ho Yoo, said the respondent insurance company, Azga Service Canada Inc. dba Allianz Global Assistance (Azga), denied his insurance claim on the basis it was out of time. Mr. Yoo said Azga was “stalling time” by requesting various supporting documentation. Mr. Yoo claims \$2,830.93 for his lost or stolen item that was the subject of his insurance claim.
2. Mr. Yoo later chose not to provide any supporting documentary evidence or written arguments for this CRT dispute, despite having the opportunity to do so.
3. Azga says it never denied Mr. Yoo’s insurance claim but advised him that documentation was still outstanding. Azga says Mr. Yoo never provided that documentation and so it closed its file.
4. Mr. Yoo is self-represented. Azga is represented by an employee or principal.

JURISDICTION AND PROCEDURE

5. These are the CRT’s formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states that the CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute’s parties that will likely continue after the CRT process has ended.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, both parties of this dispute call into question the credibility, or truthfulness, of the other. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Bearing in mind the CRT’s

mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.

7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether Mr. Yoo is entitled to \$2,830.93 under his insurance coverage protection for an allegedly lost or stolen item.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Mr. Yoo must prove his claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. As noted above, Mr. Yoo chose not to provide any documentary evidence or written argument, despite having the opportunity to do so.
11. Azga says that on July 3, 2020 Mr. Yoo made an insurance claim for a laptop computer with a \$2,830.93 value. Mr. Yoo reported the laptop had been stolen. The parties had a back and forth about documents Azga said it required to process the claim. Ultimately, on July 6, 2021, Azga wrote Mr. Yoo noting it had made 3 attempts to obtain from him the required documentation with no response. It advised him it had closed its file and would reopen it if the required documents were forwarded before the policy’s filing deadline.

12. Azga says it never heard back from Mr. Yoo and never received the required documentation. Azga says the next thing was that Mr. Yoo filed this CRT dispute on July 8, 2021. I accept this evidence, noting there is no evidence to the contrary.
13. Section 23 of the *Insurance Act* (IA) says that a claim against an insurer must not be commenced later than 2 years after the date the insured knew or ought to have known the loss or damage occurred. Mr. Yoo's insurance claim was not out of time when he was corresponding with Azga in 2021. I find no evidence in the materials before me that Azga ever told Mr. Yoo it was out of time. Rather, on June 28, 2021 Azga only wrote to Mr. Yoo saying that a limitation of action period applied to his claim. It did not say his claim was denied or already out of time.
14. So, arguably Mr. Yoo's claim is premature, in that his insurance claim to Azga has never been denied. However, as noted, Azga has closed its file due to Mr. Yoo's failure to communicate, which I accept on the evidence before me.
15. Significantly, in his application to the CRT, Mr. Yoo did not say what item it was that he lost or had stolen. He provided no supporting documentation of Azga denying his insurance claim. Most importantly, he also provided no supporting evidence of the item's claimed value, even if I accept it was a laptop and that it was stolen. Mr. Yoo chose to proceed with this CRT dispute. Parties are told to submit all relevant evidence and yet Mr. Yoo chose to submit nothing in support of his claim. Given the complete absence of obviously relevant evidence, I dismiss Mr. Yoo's claim as unproven.
16. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Mr. Yoo was unsuccessful, I dismiss his claim for reimbursement of CRT fees. Azga did not pay CRT fees and no dispute-related expenses were claimed.

ORDER

17. I order Mr. Yoo's claim and this dispute dismissed.

Shelley Lopez, Vice Chair