

Publisher's Note

2019 — Release 1

Previous release was 2018-8

From Your Library:

Craig Brown

Insurance Law in Canada

This work provides a complete treatment of insurance law in Canada, combining a scholarly treatment of general principles with a practical treatment of the issues arising in specific types of insurance practice. Chapters 1 through 15 contain the established text on the subject, Insurance Law in Canada. Chapters 16 through 20 are authored by practitioners who are experts in their respective fields: accident and sickness insurance; automotive insurance; liability insurance; marine insurance; and property insurance. The service gives you practical coverage of the issues arising in practice, combined with trusted coverage of first principles, all at your fingertips. The authors deal with legislation and case law from all across Canada. The work is published in a looseleaf format, ensuring currency through regular updates.

This release adds case citations and additional valuable commentary to Chapter 1 (Insurance and Insurance Law), Chapter 3 (Agents and Other Insurance Intermediaries), Chapter 4 (Insurable Interest), Chapter 5 (Non-Disclosure and Misrepresentation), Chapter 6 (Creating, Renewing and Terminating Insurance Contracts), Chapter 7 (The Form and Content of Insurance Contracts), Chapter 8 (Interpretation of Policies and Related Coverage Issues); Chapter 9 (Notice and Proof of Loss); Chapter 10 (Disposal of Claims); Chapter 11 (Partial and Total Loss of Property: Valuation, Abandonment and Salvage); and Chapter 12 (Waiver and Estoppel). In addition, this release includes an update on Issues in Focus.

THOMSON REUTERS CANADA

Customer Support

1-416-609-3800 (Toronto & International)

1-800-387-5164 (Toll Free Canada & U.S.)

Fax 1-416-298-5082 (Toronto)

Fax 1-877-750-9041 (Toll Free Canada Only)

Email CustomerSupport.LegalTaxCanada@TR.com

Highlights

- **Issues in Focus: The “Property in Care, Custody and Control” Exclusion in the Commercial General Liability Policy-Comment on 3091 5177 Québec Inc. (*Éconolodge Aéroport*) v. *Lombard General Insurance Co. of Canada*** — The Supreme Court of Canada allowed the appeal from the court of appeal judgment. It held that whether the exclusion applied in any particular case was a question of mixed fact and law and that the trial judge’s decision was entitled to deference. Accordingly, the Supreme Court of Canada examined the trial court’s findings and concluded that in the circumstances of the case, the surrendering of the keys did not amount the passing over of care, custody or control. In general terms, the court’s view was that the phrase must be construed in context. 3091 5177 *Québec Inc. (Éconolodge Aéroport) v. Lombard General Insurance Co. of Canada* (2018), 2018 CSC 43, 2018 SCC 43, 2018 CarswellQue 9016, 2018 CarswellQue 9017 (S.C.C.).
- **Insurable Interest: Determining Whether Insurable Interest Exists — Indemnity Insurance — Insurable Interest in Property** — The Ontario Court of Appeal held that the mortgagee’s insurable interest did not include the equity of redemption although the mortgagee was entitled to protect its interest through subrogation. *Hanson v. Totten Insurance Group Inc.* (2018), 2018 ONCA 446, 2018 CarswellOnt 7372, 82 C.C.L.I. (5th) 177, [2018] I.L.R. I-6060 (Ont. C.A.).
- **Creating, Renewing and Terminating Insurance Contracts: Renewals** — The notice of non-renewal will be invalid if issued prematurely – according to an agreement, express or implied, between insurer and insured. In *Ontario (Finance) v. Elite Insurance*, the insured had registered under an “autograph” arrangement whereby, despite the fact the policy was issued for 6 months, refusal to renew could not occur until after 12 months. *Ontario (Finance) v. Elite Insurance Company* (2018), 2018 ONCA 809, 2018 CarswellOnt 16490 (Ont. C.A.).