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**PROPERTY DAMAGE CLAIMS UNDER
COMMERCIAL INSURANCE POLICIES**

by Richard Krempulec, Q.C.

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This is a concise, comprehensive and practical guide to handling liability and first party claims under commercial insurance policies focusing on property damage claims. It's an ideal resource for assisting lawyers, risk managers, claims adjusters, and others, in dealing with claims of a property nature, and providing a better understanding of property insurance claims in general.

What's New in this Update:

This release features valuable updates to the case law and commentary in Chapters 2 (What is Fraud) and 7 (Intentional Exclusion).

Case Law Highlights

- **Voiding Policies and Denying Claims — Fraudulent Claims — What is Fraud** — To establish fraud on the part of the insured, the onus is on

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the insurer to prove on a balance of probabilities that the insured engaged in fraudulent actions or representations: *Manitoba Agricultural Services Corporation v. Kachurowski*, 2018 CarswellMan 518. (Man. Q.B.).

- **Intentional Exclusion — “Your Work” — Builder’s Risk** — An insured’s own commercial general liability policy may cover extensive damage caused by the insured in performing a contract, if the other party to the contract does not have builder’s risk insurance and the court finds that no exclusions apply: *Community Electric Ltd. v. Royal & Sun Alliance Insurance Company of Canada*, 2018 CarswellSask 589. (Sask. Q.B.).