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INSURANCE LAW IN CANADA Craig Brown Release No. 8, December 2024

This work provides an extensive 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.

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What's New

This release includes updates to Chapters 1 (Insurance and Insurance Law); 3 (Agents and Other Insurance Intermediaries); 4 (Insurable Interest); 5 (Non-Disclosure and Misrepresentation); 6 (Creating, Renewing and Terminating Insurance Contracts); 7 (The Form and Content of Insurance Contracts); 8 (Interpretation of Policies and Related Coverage Issues); 9 (Notice and Proof of Loss); 10 (Disposal of Claims); 11 (Partial and Total Loss of Property: Valuation, Abandonment and Salvage); 12 (Waiver and Estoppel); 13 (Subrogation); 14 (Claims Against More Than One Insurer); 15 (Claims by Assignees and Third Parties); 17 (Automobile Insurance); 18 (Liability Insurance); 20 (Property Insurance) and Appendix IF.

Highlights

- **Chapter 8:** In *Economical Mutual Ins. Co. v. Brock Stock Farm Ltd.*, 2024 SKCA 62, where a barn roof collapsed because of a combination of wind and corrosion, exclusions relating to corrosion and gradual deterioration were held applicable unless an exception to either could be established. The case was remitted to the lower court for a more thorough analysis of the issue.
- **Chapter 12:** In *Lalani Properties International Inc. v. Intact Ins. Co.*, 2024 ONCA 583, the Court of Appeal held that that the trial court had incorrectly categorized the case as one of estoppel by representation instead of promissory estoppel but held that this made no difference to the result.
- **Chapter 18:** In *Travis v. Aviva Ins Co.*, 2024 ONSC 1683, the claimant was a firefighter who suffered mental injuries after attending the scene of an incident where a van had been used to strike pedestrians. It was held that, in terms of the firefighter's injuries, the event was not an accident for purposes of SABS.
- **Issues in Focus:** When Buildings Fall Down: Recent Cases on Causation and Fortuity- The author discusses when buildings collapse and the issue of causation when insurance is involved. *Economical Mutual Insurance Co. v. Brook Stock Farm*, 2024 SKCA 62 involved the collapse of a barn roof in strong winds. The evidence was that the roof would have withstood the wind if it had not been for the deteriorated state of the truss system integral to the roof's construction. But also, the truss system would not have failed, at least on the occasion in question, without the wind. The lower court judge held that there were concurrent causes of the loss. That was enough to bring the claim within coverage of "all risks". However, the policy contained several exclusions.