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<b>INSURANCE LAW IN CANADA</b> Craig Brown Release No. 3, June 2026
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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 features updates to Chapter 2 (Regulation of the Insurance Industry), Chapter 3 (Agents and Other Insurance Intermediaries), Chapter 5 (Non-Disclosure and Misrepresentation), Chapter 7 (The Form and Content of Insurance Contracts), Chapter 8 (Interpretation of Policies and Related Coverage Issues), Chapter 10 (Disposal of Claims), Chapter 11 (Partial and Total Loss of Property), Chapter 17 (Automobile Insurance), Chapter 18 (Liability Insurance), and Chapter 20 (Property Insurance).

## Highlights

- **The Form and Content of Insurance Contracts—III. The Structure of Policies—Introduction; Interpretation of Policies and Related Coverage Issues—II. Interpretation of Policies—Presumed Intention; Partial and Total Loss of Property—II. Valuation of Loss—The Cost of Repair and Allowance for Depreciation**—An endorsement is not a separate, standalone contract and must be interpreted as part of the policy as a whole. The Court further held that the legal bar for nullifying a contract is “very high,” noting that an exclusion nullifies coverage only if it entirely defeats the insured’s purpose in purchasing the insurance. Additionally, the case clarifies that costs required to comply with new building codes or similar regulations may be excluded from coverage: *Edmond v. Trillium Mutual Insurance Co.*, 2026 SCC 3 (S.C.C.).
- **Disposal of Claims—IV. The Insurer’s Duty of Good Faith—The Requirement of Good Faith**—Concerning a bad faith claim relating to statutory accident benefits: *Derenzis v. Ontario*, 2025 ONCA 893 (Ont. C.A.).