

L'Association des surintendants des assurances et le texte de la police-incendie

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L'Association des surintendants des assurances et le texte de la police-incendie

Au congrès de l'Association à Vancouver, on a étudié un projet de contrat d'assurance contre l'incendie, destiné à remplacer la police actuelle. En principe, le projet est intéressant parce qu'il tend à mettre de côté un texte bourré de conditions de toute espèce, pour lui substituer une police plus claire, plus simple, moins technique, moins compliquée. Pour qu'on en juge, voici le projet de conditions générales qui remplaceraient la filandreuse et interminable énumération actuelle.

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General Conditions (Fire Policy)

(The following Conditions are not intended to show the precise phraseology but to convey the idea of the new set-up.)

Conditions which, in addition to any specific conditions elsewhere in the policy, may operate to avoid the policy or bar a claim:

1. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

2. This Policy shall be voided with respect to any item thereof in regard to which there may be any alteration after the commencement of this insurance

(a) by removal, except to prevent damage or further damage to the property, or

(b) whereby the risk of destruction or damage is increased, or

(c) whereby the Insured's interest ceases except by will or operation of law, unless such alteration be admitted by *memorandum* signed by or on behalf of the Insurer.

Conditions which, in addition to any specific conditions elsewhere in the policy, exclude certain properties unless specifically included by direct mention:

3. (a) Property owned by any person other than the Insured, unless the interest of the Insured herein is stated in the Policy.

(b) Money, *books of account*, securities for money, evidences of debt or title, and automobiles, *tractors* and *other motor vehicles*, are not insured.

148 Conditions which, in addition to any specific conditions elsewhere in the policy, may reduce the amount stated to be payable in the event of loss:

4. (a) If there is other insurance covering the loss, written prior or subsequent to this Policy, unknown to the Insurer, the Insured shall not be entitled to recover more than 60% of the loss.

(b) Subject to the limitations of Clause (a), if there is other insurance, the liability under this Policy shall be limited to a pro rata proportion of the loss.

In the event of loss, the following condition must be observed:

5. The Insured shall forthwith give notice of any loss to the Insurer, and as soon as practicable, secure the insured property from further damage and take all reasonable precautions to diminish the loss. Any expense so incurred shall be part of the loss.

6. Termination of Insurance.

7. Waiver of Conditions (Present S.C. 22).

8. Requirements re Notice:

Nous donnons ce texte ici non pas tant pour en préciser la portée que pour en indiquer l'intention générale. Le projet deviendra -t-il loi ? Nous n'en savons rien. Avant de prendre une forme définitive, il lui faudra subir bien des corrections. On le discutera longuement un peu partout et, dans notre province surtout, où, selon le mot de Louis Hémon, dans le pays de Québec rien ne doit changer.