

La police collective ou à quittance unique

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La police collective ou à quittance unique

par

GÉRARD PARIZEAU

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A Londres, comme à Paris, on fait usage depuis quelques années d'une police collective pour l'assurance contre l'incendie. Ce contrat a pour objet de tenir lieu de cinq, dix, vingt, trente, cent polices selon le cas, chaque assureur étant indiqué à l'intérieur du contrat avec en regard de son nom le pourcentage du risque qu'il a accepté.¹ Ainsi, la *leading company* ou le *leading office*, comme on dit à Londres, et la *compagnie apéritrice* ou *gérante*, comme on dit à Paris, souscrit 40% de £1,000,000. ou £400,000. et les compagnies B.C.D. 20% chacune. La police est émise au nom du *leading office* pour la totalité, soit £1,000,000. et à l'intérieur apparaît le nom de chaque coassureur avec la part qu'il a acceptée. C'est la compagnie gérante qui prépare le contrat avec ou sans l'aide du courtier, selon l'importance de l'organisation de celui-ci, après avoir obtenu l'autorisation de chaque assureur à l'aide d'une *signing slip*, qui contient la phrase suivante: « *Closing particulars of the undernoted case received and agreed. We hereby authorize the Leading Office to sign the policy on our behalf* ».

Le courtier facture le client et, lorsqu'il a perçu la prime, remet à chaque assureur la part qui lui revient avec son prochain compte. La procédure est la même pour les avenants entraînant une surprime ou une ristourne. L'avenant est discuté avec la compagnie gérante. Une fois le texte arrêté, il

¹ C'est, en somme, un peu la manière de procéder de Lloyd's, London.

est envoyé à chaque coassureur qui a sept jours pour le discuter. Une fois ce délai expiré, l'avenant collectif est envoyé au courtier, qui le fait parvenir au client.

Après un sinistre, c'est la compagnie gérante qui nomme l'expert et traite avec lui pour le compte de tous les assureurs, qu'elle a soin de mettre au courant. Une fois déterminée, l'indemnité est répartie entre tous les assureurs intéressés, qui font tenir leur chèque au courtier.

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Comme on peut s'en rendre compte, l'avantage est réel tant pour les assurés que pour les assureurs et les courtiers. Qu'on songe à ce que représente, par exemple, l'émission de cent polices pour une seule église, comme il nous serait possible d'en indiquer à Montréal. Sans aller jusqu'à cet extrême, imaginons l'économie de temps que présente un seul contrat pour remplacer dix à quinze polices, ce qui est le nombre moyen pour un risque industriel d'une importance quelconque. Il est vrai qu'à l'aide de la police collective, on ne supprime pas l'étude du risque, la discussion avec chaque assureur, la signature de la *signing slip* ou formule d'acceptation, les chèques à chaque assureur; mais quelle économie de temps et de coûteuse papeterie, quelle simplification du travail tant pour l'assureur que pour le courtier! Dans le cas de celui-ci, qu'on imagine les démarches à faire pour faire entrer vingt ou trente contrats et le temps qu'il faut pour les vérifier, les faire corriger (parce que la plupart ne sont pas sans erreur), préparer une facture de vingt ou trente écritures. Et pour l'assuré, quel ennui et quelles petites complications on lui évite en lui remettant un seul contrat! Combien aussi on lui facilite la compréhension de l'assurance. Or, comme on sait, l'assurance pour remplir son rôle doit non seulement garantir des capitaux, mais se présenter de la manière la plus simple possible. C'est ce que les Anglais et les Français ont compris. Qu'on nous permette de poser une

question ici: pourquoi les mêmes compagnies, qui font affaires en Angleterre et en France, n'adopteraient-elles pas au Canada une même méthode de procéder? Pour leur faciliter la compréhension du problème, nous reproduisons ici la première partie de la police, dont on fait usage en Angleterre, ainsi que la *signing slip* et les conditions du contrat.

Avec les explications qui précèdent, on aura ainsi les éléments principaux du problème.

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1. — Policy of Insurance.

In consideration of the Insured named in the Schedule hereto paying the premium mentioned in the said Schedule to the Insurers named herein or to Insurers whose names are, with the consent of the Insured, substituted therefor by memorandum herein or attached hereto signed by or on behalf of all the Insurers concerned (such Insurers or substituted Insurers, as the case may be, being hereinafter called "the Insurers").

The Insurers severally agree each for the proportion set against its name (subject to the Conditions contained herein or endorsed or otherwise expressed hereon which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium the property insured described in the said Schedule or any part of such property be destroyed or damaged by

- (1) Fire (whether resulting from explosion or otherwise) not occasioned by or happening through
 - (a) Its own spontaneous fermentation or heating or its undergoing any process involving the application of heat,
 - (b) Earthquake, Subterranean, Fire, Riot, Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil, War, Rebellion, Revolution, Insurrection or Military or Usurped Power;
- (2) Lightning;
- (3) Explosion, not occasioned by or happening through any of the perils specified in 1 (b) above,

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.....(Signature) (Date)

Insured

Risk

Total Sum Insured £..... *Co-Insurer's Amount* £.....

Co-Insurer's Proportion.....

Co-Insurer's Reference No......

3. — Conditions.

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 be any alteration after the commencement of this insurance

(1) by removal

or (2) whereby the risk of destruction or damage is increased

or (3) 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 Insurers.

3. This Policy does not cover

(a) *Destruction or damage by explosion* (whether the explosion be occasioned by fire or otherwise). } except as stated on the face of this Policy.

(b) Goods held in trust or on commission, money securities, stamps, documents, manuscripts, business books, patterns, models, moulds, plans, designs, explosives. } unless specially mentioned as insured by this Policy.

(c) Destruction of or damage to property which, at the time of the happening of such destruction or damage, is insured by, or would, but for the existence of this Policy, be insured by any Marine Policy or Policies, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

4. On the happening of any destruction or damage the Insured shall forthwith give notice thereof in writing to the first named of the

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Insurers and shall within 30 days after such destruction or damage, or such further time as the Insurers may in writing allow, at his own expense deliver to the Insurers a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property destroyed or damaged and of the amount of destruction or damage thereto respectively having regard to their value at the time of the destruction or damage together with details of any other Insurance on any property hereby insured. The Insured shall also give to the Insurers all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with.

5. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

6. If the Insurers elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Insurers all such plans, documents, books and information as the Insurers may reasonably require. The Insurers shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

7. On the happening of any destruction or damage in respect of which a claim is or may be made under this Policy the Insurers and every person authorised by the Insurers may, without thereby incurring any liability, and without diminishing the right of the Insurers to rely upon any conditions of this Policy, enter, take or keep possession of the building or premises where the destruction or damage has happened, and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Conditions shall be evidence of the leave and license of the Insured to the Insurers so to do. If the Insured or anyone acting on his behalf shall not comply with the

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requirements of the Insurers or shall hinder or obstruct the Insurers in doing any of the above-mentioned acts, then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

8. If at the time of any destruction of or damage to any property hereby insured there be any other Insurance effected by or on behalf of the Insured covering any of the property destroyed or damaged, the liability of each of the Insurers hereunder shall be limited to its ratable proportion of such destruction or damage.

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If any such other Insurance shall be subject to any Condition of Average this Policy, if not already subject to any Condition of Average, shall be subject to Average in like manner.

If any other Insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing ratably to the destruction or damage, the liability of the Insurers hereunder shall be limited to such proportion of the destruction or damage as the sum hereby insured bears to the value of the property.

9. Any claimant under this Policy shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any destruction or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurers.

10. Every Warranty to which the property insured or any item thereof is, or may be, made subject, shall from the time the Warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such Warranty, whether it increases the risk or not, shall be a bar to any claim in respect of such property or item; provided that whenever this Policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a Warranty not

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having been complied with at any time before the commencement of such period.

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11. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, and the making of an Award shall be a condition precedent to any right of action against the Insurers. After the expiration of one year after any destruction or damage the Insurers shall not be liable in respect of any claim therefor unless such claim shall in the meantime have been referred to arbitration.



LA BANQUE D'ÉPARGNE
DE LA CITÉ ET DU DISTRICT DE MONTRÉAL
Fondée en 1846

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