

Quelques définitions proposées à l'Association des surintendants d'assurances des provinces du Canada

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[Aller au sommaire du numéro](#)

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Quelques définitions proposées à l'Association des surintendants d'assurances des provinces du Canada

51

par

J. H.

Le service fédéral des assurances a soumis à l'approbation des surintendants provinciaux en 1959 et en 1961 une définition des principales catégories d'assurances qui sont traitées au Canada.¹ A sa dernière réunion de 1961, l'Association ne s'est pas entendue pour l'accepter; elle s'est contentée d'exprimer son désir de collaborer avec le gouvernement fédéral pour l'étude du sujet. Comme le texte nous paraît intéressant, nous le reproduisons à l'usage de nos lecteurs en nous excusant auprès d'eux de ne leur donner que la version anglaise, la française n'existant pas à ce niveau de la discussion dans un pays bilingue, mais où le bilinguisme est soigneusement écarté de certains domaines tant que l'opinion ne le réclame pas. Voici donc le texte:

Draft Revision

Classes of Insurance and Definitions Thereof

"AIRCRAFT INSURANCE" means insurance against liability for loss, or for bodily injury to or death of persons, or for loss of or damage to property, caused by an aircraft or the use or operation thereof, and against loss of or damage to an aircraft.

¹ Nous extrayons ce texte de "Minutes of Proceedings of the Forty-fourth Annual Conference of the Association of Superintendents of Insurance of the Provinces of Canada", p. 54 à 57.

A S S U R A N C E S

“ANTOMOBILE INSURANCE” means insurance against liability for loss, or for bodily injury to or death of persons, or for loss of or damage to property, caused by an automobile or the use or operation thereof, and against loss of or damage to an automobile.

“BOILER and MACHINERY INSURANCE” comprises

- 52
- (a) “BOILER INSURANCE”, which means insurance against liability for loss, or for bodily injury to or death of persons, or for loss of or damage to property, and against damage to property or loss, caused by explosion of, rupture of, or accident to steam boilers and pipes, engines and machinery connected therewith or operated thereby; and
 - (b) “MACHINERY INSURANCE”, which means insurance against liability for loss, or for bodily injury to or death of persons, or for loss of or damage to property, and against damage to property or loss, caused by breakdown of machinery.

“CREDIT INSURANCE” means insurance against loss caused by the insolvency or default of a person to whom credit is given.

“EARTHQUAKE INSURANCE” means insurance against loss of or damage to property caused by an earthquake.

“EXPLOSION INSURANCE” means insurance against loss of or damage to property caused by explosion, and includes

- (a) “LIMITED or INHERENT EXPLOSION INSURANCE”, which means insurance against loss of or damage to property caused by the explosion of dust, gas, or any substance, where such explosion arises out of hazards inherent in the business conducted on the premises; and
- (b) “CIVIL COMMOTION INSURANCE”, which means insurance against loss of or damage to property caused by bombardment, invasion, insurrection, mutiny, civil war or commotion, riot, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), revolution, rebellion, conspiracy, usurped power or military, naval or air force operations, vandalism or malicious mischief.

“FALLING AIRCRAFT INSURANCE” means insurance against loss of or damage to property caused by aircraft or objects falling therefrom.

A S S U R A N C E S

“FIRE INSURANCE” means insurance against loss of or damage to property caused by fire, lightning or explosion due to ignition.

“GUARANTEE INSURANCE” comprises

- (a) “FIDELITY INSURANCE”, which means insurance against loss caused by the unfaithful performance of duties by a person in a position of trust, or the guaranteeing of the proper fulfilment of the duties of any office; and
- (b) “SURETY INSURANCE”, which means the guaranteeing of the due performance of any contract or undertaking, or the guaranteeing of the payment of a penalty or indemnity for any default.

53

“HAIL INSURANCE” means insurance against loss of or damage to property caused by hail.

“IMPACT BY VEHICLES INSURANCE” means insurance against loss of or damage to property caused by vehicles or objects falling therefrom.

“INLAND TRANSPORTATION INSURANCE” means insurance against loss of or damage to property during transit or during delay incidental to transit, but does not include insurance falling within the class of Marine Insurance (except incidental transit on inland waterways) as defined herein.

“LIABILITY INSURANCE” comprises

- (a) “EMPLOYERS LIABILITY INSURANCE”, which means insurance against liability for bodily injury to, or disability or death of, an employee of the insured arising out of or in the course of employment; and
- (b) “PUBLIC LIABILITY INSURANCE”, which means insurance against liability for loss, or for bodily injury to or death of persons, or for loss of or damage to property, but does not include insurance falling within the classes of Aircraft Insurance, Automobile Insurance or Marine Insurance (except incidental transit) as defined herein.

“LIVE STOCK INSURANCE” means insurance against loss of, injury to, or sickness or death of animals, birds or fish kept or raised for farm or commercial purposes.

A S S U R A N C E S

“MARINE INSURANCE” means insurance against liability for loss, or for bodily injury to or death of persons, or for loss of or damage to property, and against loss of or damage to property, during a voyage or marine adventure on sea or inland waterways, or during incidental delay or incidental transit otherwise than by water.

“PERSONAL ACCIDENT and SICKNESS INSURANCE” comprises

54

(a) “PERSONAL ACCIDENT INSURANCE”, which means insurance against loss caused by bodily injury to or death of persons, arising out of an accident, or the agreement to pay a certain sum or sums upon the occurrence of such bodily injury or death; and

(b) “SICKNESS INSURANCE”, which means insurance against loss caused by the illness or disability of persons, other than that arising from accident, old age or death.

“PERSONAL PROPERTY INSURANCE” means insurance against loss of or damage to movable or personal property, but does not include insurance falling within the classes of Aircraft Insurance, Automobile Insurance or Marine Insurance (except incidental transit), as defined herein.

“PLATE GLASS INSURANCE” means insurance against loss of or damage to plate or other glass.

“PROPERTY INSURANCE” means insurance against loss of or damage to property, but does not include insurance against loss of or damage to growing crops caused by hail or insurance falling within the classes of Aircraft Insurance, Automobile Insurance or Marine Insurance (except incidental transit), as defined herein.

“REAL PROPERTY INSURANCE” means insurance against loss of or damage to real or immovable property resulting from any cause not specifically mentioned in other classes of insurance herein defined covering real or immovable property.

“SPRINKLER LEAKAGE INSURANCE” means insurance against loss, or damage to property, caused by the breakage of or leakage from sprinkler equipment or other fire protection system, including pumps, water pipes, or plumbing and its fixtures, connected with such equipment or system.

A S S U R A N C E S

“TITLE INSURANCE” means insurance against loss or damage caused by defect in the title to real property, or by the existence of liens, encumbrances or servitudes upon real property, or by other matters affecting the title to real property or the right to the use and employment thereof, or by defect in the execution of mortgages, hypothecs or deeds of trust.

“THEFT and FORGERY INSURANCE” comprises

- (a) “THEFT INSURANCE”, which means insurance against loss of or damage to property caused by theft, wrongful conversion, burglary, housebreaking or robbery; and
- (b) “FORGERY INSURANCE”, which means insurance against loss caused by forgery.

55

“WATER DAMAGE INSURANCE” means insurance against loss of or damage to property caused by the escape of water from plumbing or heating equipment of a building or from outside water mains, or by the melting of ice or snow on the roof of a building, but does not include insurance falling within the classes of Sprinkler Leakage Insurance or Weather Insurance as defined herein.

“WEATHER and WINDSTORM INSURANCE” comprises

- (a) “WEATHER INSURANCE”, which means insurance against loss or damage caused by rain, tempest, flood or other climatic conditions, but does not include insurance against loss of or damage to growing crops caused by hail or insurance falling within the class of Windstorm Insurance as defined herein; and
- (b) “WINDSTORM INSURANCE”, which means insurance against loss of or damage to property caused by windstorm, cyclone or tornado.

Note 1: — Automobile Insurance is deemed to include insurance against loss caused by bodily injury to the driver of and passengers in an automobile, regardless of liability, if limited to expenses arising by reason of such injury and if included in a policy providing insurance against liability for injury to or death of persons caused by an automobile or the use or operation thereof.

Note 2: — Employers Liability Insurance is deemed to include insurance against loss caused by bodily injury to or death of em-

ASSURANCES

ployees of the insured arising out of and in the course of their employment by the insured, regardless of liability, if included in a policy providing insurance against liability for injury to or disability or death of employees of the insured and if limited to cases of injury or death where any claim under the insurance against liability is waived.

56

Note 3: — Public Liability Insurance is deemed to include insurance against loss caused by bodily injury to persons other than the insured or members of his family, regardless of liability, if limited to expenses arising by reason of such injury and if included in a policy, other than a policy of Automobile Insurance, Aircraft Insurance or Marine Insurance, insuring against liability for injury to or death of persons.

Note 4: — Any class of insurance, as defined herein, that includes insurance against loss of or damage to property is deemed to include insurance against loss of use, occupancy, rents and profits resulting from such loss or damage.

Note 5: — Any class of insurance, as defined herein, is deemed not to include insurance against liability for death, injury, loss or damage unless specific mention of liability is made therein.

Note 6: — Any class of insurance, as defined herein, that includes insurance against liability for death, injury, loss or damage is deemed to include insurance against loss, damage or expenses incident to a claim of such liability.

Department of Insurance, March 17, 1959.

Note 7: — Automobile Insurance is deemed to include the coverage provided by the Uninsured Motorist Endorsement if the Insurer has corporate powers and is registered to transact Personal Accident Insurance.

January 16, 1961.



Le premier texte est daté de 1959 et la revision, de 1961. Ils reviendront sans doute à des réunions subséquentes jusqu'au moment où on les acceptera avec des retouches ou des corrections importantes. Et ce sera bien, car ainsi on aura des

définitions uniformes acceptées par le pays entier. Une population de dix-huit millions, c'est peu pour un immense pays, mais onze gouvernements y existent; ce qui est beaucoup. Cela rendrait toute mesure d'ensemble bien difficile s'il n'y avait ainsi, dans certains domaines, des rencontres qui facilitent l'entente entre des administrations jalouses de leur autorité.

Quarterly of the National Fire Protection Association — International N.F.P.A., 60 Batterymarch Street, Boston, 10.

Dans le numéro de janvier 1962, il y a une étude très intéressante de cette terrible conflagration qui a dévasté les montagnes environnantes, à Los Angeles. Comme on sait, un quartier entier a été détruit et la perte totale a été considérable. La N.F.P.A. a fait faire une enquête pour établir en particulier, les raisons qui expliquent l'importance prise par les dégâts. L'auteur du rapport les attribue, dans l'ordre, aux toitures en bardeaux de bois, au risque que présente la forêt environnante et à la difficulté de se procurer de l'eau pour lutter en montagne contre la virulence des flammes et la violence du vent. Dans un dernier chapitre intitulé "Lessons, Comments and Recommendations", M. Rexford Wilson tire ses conclusions. L'article est à lire et à méditer, en ce qui a trait, en particulier, au risque que présente l'usage du bardeau: matériau aussi décoratif que dangereux et qu'il est à peu près impossible de rendre incombustible. J. H.