

FROM: Director, Worldwide Markets
LOCATION: G12
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SUBJECT: CANADA – ‘MANDATORY FIRE CONDITIONS AND APPLICATION BY CANADIAN COURTS’
SUBJECT AREA(S):
ATTACHMENTS: Appendix 1: Statutory Definition of ‘Fire’ Policy and Exemptions
Appendix 2: LSW1193 Statutory Conditions and Additional Conditions
Appendix 3: LSW1192 Statutory Conditions
Appendix 4: LSW1194 General Conditions (Quebec - English)
Appendix 5: LSW1194-16 General Conditions (Quebec – French)
Appendix 6: Action by Xchanging Ins-sure Services to monitor compliance
ACTION POINTS: **Underwriters and Brokers to note and take appropriate action**
DEADLINE: **Effective immediately**

1. Purpose

The purpose of this market bulletin is to explain the background to the Canadian statutory ‘*Fire Conditions*’ and broad application by Canadian courts. It also provides the new wordings to replace LPO211A and LPO211.

2. Background

There is a statutory requirement for Canadian ‘fire’ policies (see Appendix 1 for the statutory definition of ‘fire’ policy and exemptions) to include certain conditions referred to as the “Statutory Conditions”. These mandatory Statutory Conditions may also be read into and

applied to other policies by Canadian courts, where fire is an incidental peril and underwriters have not included the Statutory Conditions - e.g. where coverage is on an “all risks” basis.

Where the court applies the Statutory Conditions to a contract, it will probably view these imposed conditions as overriding anything to the contrary, already contained in the policy. It is, therefore, in underwriters’ best interests to include the Statutory Conditions in policies where these are not mandatory but could be imposed by the Canadian court.

Please note, ‘Canadian property’ is deemed to mean any fixed property located in Canada, including onshore energy risks. It also includes any movable property whilst it is located in Canada, with the exception of such property in transit. For example, a policy covering goods produced by the insured and held in his warehouse would be regarded as ‘Canadian property’. However, a policy covering the same goods as cargo in transit from the insured’s warehouse to the buyer’s premises would not.

The following are excluded from the definition of ‘Canadian property’: aircraft, automobile, boiler and machinery, ‘pure’ marine, plate glass, sprinkler leakage, theft insurance and nuclear risks.

3. Fire Conditions

3.1 LMP BRAT slip

With effect from 2 January 2004 the Franchise Board will require all slips used in the Lloyd’s market, with a few exceptions, to be “LMP BRAT” slips¹ completed in accordance with LMP BRAT Slip standards.

Where an LMP BRAT slip is adopted and one of the fire conditions provided below applies to the policy, the selected fire condition should be clearly identified within the “Risk Details” section of such slip by inserting the selected fire condition name and reference in the field provided under “Conditions”.

Where exceptions apply, and consequently an “LMP Exempt” slip is adopted, the selected fire condition, if applicable, should be identified in the slip in the usual manner.

Three fire condition wordings are available for use on Canadian policies:

3.2 LSW1193 (Appendix 2). This replaces LPO211A

This contains the text of the Statutory Conditions, as well as ‘Additional Conditions’. It may be used on any policy that covers fire whether alone, as an additional peril or as incidental coverage.

3.3 LSW1192 (Appendix 3). This replaces LPO211

¹ For information on LMP Brat slips please refer to factsheet named “LMP Brat Slips”, released to the market on 7 November 2003.

This contains the text of the Statutory Conditions only. It is intended for use with fire policies with respect to which the Statutory Conditions are mandatory and where underwriters do not wish to use the Additional Conditions, which are not mandatory.

3.4 LSW1194 (Appendix 4). Quebec only. This replaces NMA2664

Where a policy relates solely to property located in Quebec, neither LSW1193 nor LSW1192 is appropriate. It is recommended that the 'General Conditions' (LSW1194) be used when: (i) the peril is fire only; (ii) fire is an additional named peril, or (iii) fire as an incidental peril, i.e. 'All Risks'. If the insured's policy is in the French language then LSW1194-16, Dispositions Generales (see Appendix 5) should be used.

4. Actions taken by XIS (i.e. Xchanging Ins-sure Services)

Appendix 6 sets out the action to be taken by Xchanging Ins-sure Services (XIS) to monitor use of the appropriate wordings.

The new LSW wordings are effective immediately. Where underwriters have already agreed the use of the LPO211/211A or NMA2664, these will continue to be accepted by XIS up to and including 27 February 2003.

If you have any queries with regard to this bulletin, please contact any of the following:

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This bulletin has been sent to active underwriters, compliance officers of managing agents, Lloyd's brokers and the LMA.

Julian James
Director, Worldwide Markets

Statutory Definition of 'Fire' Policy and Exemptions

Definition:

Fire insurance can be defined as insurance against loss or damage to property through fire, lightning or explosion due to ignition.

Exceptions:

The provisions governing Fire insurance do not apply to the following:

- (a) insurance falling within the classes of aircraft, automobile, boiler and machinery, inland transportation, marine, plate glass, sprinkler leakage and theft insurance;
- (b) where the subject matter of the insurance is rents, charges or loss of profits;
- (c) where the peril of fire is an incidental peril to the coverage provided; or
- (d) where the subject matter of the insurance is property that is insured by an insurer or group of insurers primarily as a nuclear risk under an insurance covering against loss of or damage to the property resulting from nuclear reaction or nuclear radiation and from other perils.

Unless the Contract of Insurance specifically provides, it does not cover the insured property against loss or damage caused by contamination by radioactive material directly or indirectly resulting from fire, lightning or explosion.

CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

STATUTORY CONDITIONS/CONDITIONS

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of Interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* (Canada) or change of title by succession, by operation of law, or by death.

Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5. 1. This contract may be terminated,
 - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and

- (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- 3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

- 6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- 2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

- 7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

Who May Give Notice and Proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

9. 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When Loss Payable

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13. 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Notice

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS**Notice to Authorities**

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

No Benefit to Bailee

2. It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set

3. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Parts

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

Sue and Labour

5. It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

Basis of Settlement

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

Subrogation

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

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LSW1193

STATUTORY CONDITIONS (FIRE)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of Interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* (Canada) or change of title by succession, by operation of law, or by death.

Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5. 1. This contract may be terminated,
 - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

- 3 Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4 The refund may be made by money, postal or express company money order or cheque payable at par.
- 5 The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

Who May Give Notice and Proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

9. 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When Loss Payable

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13. 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Notice

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

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GENERAL CONDITIONS

This policy is subject to the Civil Code of the Province of Québec

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

1. STATEMENTS

1.1 **Representation of risk** (article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

1.2 **Material change in risk** (articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

1.3 **Misrepresentations or concealment** (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4 **Warranties** (Article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

2. GENERAL PROVISIONS

2.1 **Insurable interest** (Articles 2481 and 2484)

(Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2 **Changes** (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

2.3 **Assignment** (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

2.4 **Books and records**

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5 **Inspection**

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 **Currency**

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

3. LOSSES

3.1 **Notice of loss** (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2 **Information to be provided** (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured

property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3 **False representation** (Article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 **Intentional Fault** (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 **Notice to police** (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 **Safeguarding and examination of property** (Article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 **Admission of liability and cooperation**

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504).

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 **Right of action** (Article 2502)

(applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. COMPENSATION AND SETTLEMENT

4.1 **Basis of settlement** (Articles 2490, 2491, 2493)

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

4.2 **Pair and set** (applicable to property insurance only)

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4.3 **Parts** (applicable to property insurance only)

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

4.4 **Replacement** (Article 2494)

(applicable to property insurance only)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

4.5 **Time of payment** (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.6 **Property of others** (applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.7 **Waiver**

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.8 **Limitation of actions** (Article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

4.9 **Subrogation** (Article 2474)

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

5. OTHER INSURANCE

5.1 **Property insurance** (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

5.2 **Liability insurance**

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

A. Contribution by equal share:

If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

B. Contribution by limits:

If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under

this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. CANCELLATION (ARTICLES 2477 AND 2479)

This policy may be cancelled at any time:

- (a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.
- (b) By the Insurer giving written notice to each Named Insureds. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words "premium actually paid" mean the premium actually paid by the Insured to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

7. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

DISPOSITIONS GÉNÉRALES

Le présent contrat est régi par le Code civil du Québec

Les références aux articles du Code civil du Québec accompagnant certaines dispositions ne sont données qu'à titre indicatif et sans garantie de citation textuelle.

Pour toutes les garanties, sauf lorsque inapplicables.

1. DÉCLARATIONS**1.1 Déclaration du risque** (Article 2408)

Le preneur, de même que l'Assuré si l'Assureur le demande, est tenu de déclarer toutes les circonstances connues de lui qui sont de nature à influencer de façon importante un assureur dans l'établissement de la prime, l'appréciation du risque ou la décision de l'accepter, mais il n'est pas tenu de déclarer les circonstances que l'Assureur connaît ou est présumé connaître en raison de leur notoriété, sauf en réponse aux questions posées.

On entend par preneur celui qui soumet la proposition d'assurance.

1.2 Aggravation du risque (Articles 2466 et 2467)

L'Assuré est tenu de déclarer à l'Assureur, promptement, les circonstances qui aggravent les risques stipulés dans la police et qui résultent de ses faits et gestes si elles sont de nature à influencer de façon importante un assureur dans l'établissement du taux de la prime, l'appréciation du risque ou la décision de maintenir l'assurance.

L'Assureur qui est informé des nouvelles circonstances peut résilier le contrat ou proposer, par écrit, un nouveau taux de prime, auquel cas l'Assuré est tenu d'accepter et d'acquitter la prime ainsi fixée, dans les trente (30) jours de la proposition qui lui est faite, à défaut de quoi la police cesse d'être en vigueur.

1.3 Fausses déclarations ou réticences (Articles 2410, 2411 et 2466)

Toute fausse déclaration ou réticence du preneur ou de l'Assuré à révéler les circonstances visées à l'article 1.1 et au premier alinéa de l'article 1.2 entraîne, à la demande de l'Assureur, la nullité du contrat, même en ce qui concerne les sinistres non rattachés au risque ainsi dénaturé.

À moins que la mauvaise foi du preneur ou de l'Assuré ne soit établie ou qu'il ne soit démontré que le risque n'aurait pas été accepté par l'Assureur s'il avait connu les circonstances en cause, l'Assureur demeure tenu de l'indemnité envers l'Assuré, dans le rapport de la prime perçue à celle qu'il aurait dû percevoir.

1.4 Engagement formel (Article 2412)

Toute aggravation de risque résultant d'un manquement à un engagement formel suspend la garantie jusqu'à ce que l'Assureur donne son acquiescement ou que l'Assuré respecte à nouveau ses engagements.

2. DISPOSITIONS DIVERSES

2.1 **Intérêt d'assurance** (Articles 2481 et 2484)

(applicable seulement en assurance de biens)

Une personne a un intérêt d'assurance dans un bien lorsque la perte de celui-ci peut lui causer un préjudice direct et immédiat. L'intérêt doit exister au moment du sinistre mais il n'est pas nécessaire que le même intérêt ait existé pendant toute la durée du contrat. L'assurance d'un bien dans lequel l'Assuré n'a aucun intérêt d'assurance est nulle.

2.2 **Intégrité du contrat** (Article 2405)

Aucune dérogation ou modification au présent contrat ne saurait engager l'Assureur à moins de stipulation sous forme d'avenant.

2.3 **Cession de l'assurance** (Articles 2475 et 2476)

Le contrat ne peut être cédé qu'avec le consentement de l'Assureur et qu'en faveur d'une personne ayant un intérêt d'assurance dans le bien assuré.

Lors du décès de l'Assuré, de sa faillite ou de la cession, entre coassurés, de leur intérêt dans l'assurance, celle-ci continue au profit de l'héritier, du syndic ou de l'Assuré restant, à charge pour eux d'exécuter les obligations dont l'Assuré était tenu.

2.4 **Livres et archives**

L'Assureur et ses mandataires ont le droit d'examiner les livres et archives se rapportant à l'objet de l'assurance à toute époque au cours du présent contrat et des trois années en suivant la fin.

2.5 **Inspection**

L'Assureur et ses mandataires ont le droit, sans y être tenus, d'inspecter le risque, de faire part à l'Assuré de constatations par écrit et de recommander des modifications. Ces inspections, constatations et recommandations visent uniquement l'assurabilité et la tarification du risque. Ils ne constituent pas une garantie que les lieux, les biens ou les activités sont salubres et sans danger ni qu'ils sont conformes à la loi, aux codes ou aux normes.

2.6 **Monnaie**

Toutes les sommes d'argent, notamment les primes et les montants de garantie, sont en monnaie canadienne.

3. SINISTRES

3.1 **Déclaration de sinistre** (Article 2470)

L'Assuré doit déclarer à l'Assureur, dès qu'il en a eu connaissance, tout sinistre de nature à mettre en jeu la garantie. Tout intéressé peut faire cette déclaration.

Le défaut de remplir l'obligation énoncée au premier alinéa, entraîne la déchéance du droit de l'Assuré à l'indemnisation, lorsque ce défaut a causé préjudice à l'Assureur.

3.2 **Renseignements** (Article 2471)

L'Assuré doit, le plus tôt possible, faire connaître à l'Assureur toutes les circonstances entourant le sinistre, y compris sa cause probable, la nature et l'étendue des dommages, l'emplacement du bien, les droits des tiers et les assurances concurrentes. L'Assuré doit également fournir les pièces

justificatives à l'appui de ces renseignements et attester, sous serment ou par affirmation solennelle, la véracité de ceux-ci.

Lorsque l'Assuré ne peut, pour un motif sérieux, remplir cette obligation, il a droit à un délai raisonnable pour l'exécuter. À défaut par l'Assuré de se conformer à son obligation, tout intéressé peut le faire à sa place.

L'Assuré doit de plus transmettre à l'Assureur, dans les meilleurs délais, copie de tous avis, lettres, assignations et actes de procédure reçus relativement à une réclamation.

3.3 **Déclaration mensongère** (Article 2472)

Toute déclaration mensongère entraîne pour son auteur la déchéance de son droit à l'indemnisation à l'égard du risque auquel se rattache ladite déclaration.

Toutefois, si la réalisation du risque a entraîné la perte à la fois de biens mobiliers et immobiliers, ou à la fois de biens à usage professionnel et à usage personnel, la déchéance ne vaut qu'à l'égard de la catégorie de biens à laquelle se rattache la déclaration mensongère.

3.4 **Faute intentionnelle** (Article 2464)

L'Assureur n'est jamais tenu de réparer le préjudice qui résulte de la faute intentionnelle de l'Assuré.

En cas de pluralité d'Assurés, l'obligation de la garantie demeure à l'égard des Assurés qui n'ont pas commis de faute intentionnelle.

Lorsque l'Assureur est garant du préjudice que l'Assuré est tenu de réparer en raison du fait d'une autre personne, l'obligation de garantie subsiste quelles que soient la nature et la gravité de la faute commise par cette personne.

3.5 **Dénonciation** (applicable seulement en assurance de biens)

L'Assuré doit déclarer immédiatement aux autorités policières, tout dommage imputable à un acte criminel notamment au vandalisme, au vol ou à une tentative de vol.

3.6 **Protection des biens et vérification** (Article 2495)

(applicable seulement en assurance de biens)

L'Assuré doit se charger de protéger, dans la mesure du possible et aux frais de l'Assureur, les biens assurés contre tout danger de perte ou dommage supplémentaire, sous peine d'assumer les dommages imputables à son défaut.

L'Assuré ne peut abandonner le bien endommagé en l'absence de convention à cet effet. Il doit faciliter le sauvetage du bien assuré et les vérifications par l'Assureur.

Il doit notamment permettre à l'Assureur et à ses représentants la visite des lieux et l'examen des biens assurés avant de réparer, d'enlever ou de modifier le bien endommagé, à moins que la protection des biens en cause l'exige.

3.7 **Admission de responsabilité et collaboration**

L'Assuré doit collaborer avec l'Assureur dans le traitement de toutes réclamations.

(Les deux alinéas ci-dessous sont applicables seulement en assurance de responsabilité : article 2504)

Aucune transaction conclue sans le consentement de l'Assureur ne lui est opposable.

L'Assuré ne doit admettre aucune responsabilité, ni régler ou tenter de régler aucune réclamation, sauf à ses propres risques.

3.8 **Action récursoire** (Article 2502)

(applicable seulement en assurance de responsabilité)

L'Assureur peut opposer au tiers lésé les moyens qu'il aurait pu faire valoir contre l'Assuré au jour du sinistre, mais il ne peut opposer ceux qui sont relatifs à des faits survenus postérieurement au sinistre; l'Assureur dispose, quant à ceux-ci, d'une action récursoire contre l'Assuré.

4. INDEMNITÉ ET MODALITÉS DE RÈGLEMENT

4.1 **Base de règlement** (Articles 2490, 2491, 2493)

(applicable seulement en assurance de biens)

Sauf dispositions contraires, la garantie se limite à la valeur du bien assuré au jour du sinistre et la valeur s'établit de la manière habituelle.

Dans les contrats à valeur indéterminée, le montant de l'assurance ne fait pas preuve de la valeur du bien assuré. Dans les contrats à valeur agréée, la valeur convenue fait pleinement foi, entre l'Assureur et l'Assuré, de la valeur du bien.

Lorsque le montant d'assurance est inférieur à la valeur du bien, l'Assureur est libéré par le paiement du montant de l'assurance, s'il y a perte totale, ou d'une indemnité proportionnelle, s'il y a perte partielle.

4.2 **Biens composant un ensemble** (applicable seulement en assurance de biens)

En cas de sinistre atteignant des articles composant un ensemble, qu'il s'agisse ou non d'une assurance expressément consentie, on doit tenir compte dans le calcul de l'indemnité de la valeur relative des articles endommagés par rapport à l'ensemble, sans pour autant atteindre la valeur de ce dernier.

4.3 **Éléments composant un tout** (applicable seulement en assurance de biens)

En cas de sinistre atteignant des éléments composant un tout une fois qu'ils sont assemblés à des fins d'utilisation, et qu'il s'agisse ou non d'une assurance expressément consentie, l'indemnité se limite à la valeur assurée des éléments endommagés, y compris le coût d'installation.

4.4 **Droit de l'Assureur de réparer ou de remplacer** (Article 2494)

(applicable seulement en assurance de biens)

Sous réserve des droits des créanciers prioritaires et hypothécaires, l'Assureur se réserve la faculté de réparer, de reconstruire ou de remplacer le bien assuré. Il bénéficie alors du droit au sauvetage et peut récupérer le bien.

4.5 **Paie ment** (Articles 1591, 2469 et 2473)

L'Assureur paiera l'indemnité dans les soixante (60) jours suivant la réception de la déclaration de sinistre ou de la réception des renseignements pertinents et des pièces justificatives requises par lui et à la condition que l'Assuré ait satisfait à toutes les dispositions du contrat.

L'Assureur peut déduire de l'indemnité qu'il doit verser, toute prime impayée.

4.6 **Biens d'autrui** (applicable seulement en assurance de biens)

Dans le cas d'une demande d'indemnité découlant de la perte de biens n'appartenant pas à l'Assuré, l'Assureur se réserve le droit d'effectuer le paiement de l'indemnité à l'Assuré ou au propriétaire des biens et de transiger directement avec ce dernier.

4.7 **Renonciation**

Aucun acte de l'Assuré ou de l'Assureur ayant trait à un arbitrage, à la régularisation ou à la délivrance des demandes d'indemnité ou à l'enquête ou au règlement des sinistres ne saurait leur être opposable en tant que renonciation aux droits que leur confère le présent contrat.

4.8 **Prescription du droit d'action** (Article 2925)

Toute action découlant de ce contrat se prescrit par trois ans à compter du moment où le droit d'action prend naissance.

4.9 **Subrogation** (Article 2474)

Sauf dispositions contraires et à concurrence des indemnités versées ou prises en charge par lui, l'Assureur est subrogé dans les droits de l'Assuré contre l'auteur du préjudice, sauf s'il s'agit d'une personne qui fait partie de la maison de l'Assuré. Quand, du fait de l'Assuré, il ne peut être ainsi subrogé, il peut être libéré, en tout ou en partie, de son obligation envers l'Assuré.

5. PLURALITÉ D'ASSURANCES

5.1 **Assurance de biens** (Article 2496)

L'Assuré qui, sans fraude, est assuré auprès de plusieurs assureurs, par plusieurs polices, pour un même intérêt et contre un même risque, de telle sorte que le total des indemnités qui résulteraient de leur exécution indépendante dépasse le montant du préjudice subi, peut se faire indemniser par le ou les assureurs de son choix, chacun n'étant tenu que pour le montant auquel il s'est engagé.

Est inopposable à l'Assuré la clause qui suspend, en tout ou en partie, l'exécution du contrat en cas de pluralité d'assurances.

Entre les assureurs, à moins d'entente contraire, l'indemnité est répartie en proportion de la part de chacun dans la garantie totale, sauf en ce qui concerne une assurance spécifique, laquelle constitue une assurance en première ligne.

5.2 **Assurance de responsabilité**

En matière de responsabilité civile, s'il y a plusieurs assurances et à moins de stipulation voulant qu'il n'intervienne qu'à titre complémentaire ou qu'en l'absence d'autres assurances, le présent contrat intervient en première ligne et le montant de sa garantie n'est pas diminué même si les autres assurances ne sont que complémentaires ou ne sont en vigueur qu'à condition qu'il n'y ait pas d'autres assurances.

D'autre part, s'il y a plusieurs assurances valables et recouvrables intervenant dans le même ordre (que ce soit en première ligne, à titre complémentaire ou conditionnellement à l'absence d'autres assurances) :

- A. et prévoyant une participation en parts égales, il y a répartition des dommages en parts égales, d'abord jusqu'à épuisement du moins élevé des montants de garantie, puis jusqu'à épuisement du moins élevé des montants de garantie restés disponibles, ce mécanisme se répétant jusqu'à parfait paiement des dommages ou épuisement de tous les montants de garantie;
- B. et ne prévoyant pas de participation en parts égales, le présent contrat n'intervient que dans le rapport de son montant de garantie au total des assurances valables et recouvrables.

6. RÉSILIATION DU CONTRAT (ARTICLES 2477 ET 2479)

Ce contrat peut à toute époque être résilié:

- (a) sur simple avis écrit donné à l'Assureur par chacun des Assurés désignés [...]. La résiliation prend effet dès la réception de cet avis par l'Assureur. L'Assuré a dès lors droit au remboursement de l'excédent de la prime acquittée sur la prime acquise pour la période écoulée, calculée d'après le taux à court terme.
- (b) par l'Assureur moyennant un avis écrit envoyé à chaque Assuré désigné. La résiliation prend effet quinze (15) jours après la réception de cet avis par l'Assuré désigné à sa dernière adresse connue. L'Assureur doit alors rembourser l'excédent de la prime acquittée sur la prime acquise, calculée au jour le jour pour la période écoulée. Si la prime est ajustable, le remboursement doit se faire aussitôt que possible.

Lorsque un ou des Assurés désignés sont mandatés pour recevoir ou faire parvenir les avis prévus aux paragraphes (a) et (b), les avis à ou par cet Assuré désigné ou ces Assurés désignés, sont opposables à tous les Assurés désignés.

On entend par *prime acquittée+, la prime effectivement versée par l'Assuré à l'Assureur ou au mandataire de ce dernier, étant cependant écarté de cette définition toute prime payée par un mandataire ne l'ayant pas reçue de l'Assuré.

7. AVIS

Les avis destinés à l'Assureur peuvent être adressés par tout mode de communication reconnu, soit à l'Assureur, soit à un agent habilité de ce dernier. Les avis destinés à l'Assuré désigné peuvent lui être délivrés de la main à la main ou lui être expédiés par courrier à sa dernière adresse connue.

La preuve de réception de tels avis incombe à l'expéditeur.

3/03

LSW1194-16

Table 1

Scenario	'Xchanging' Action
1. Policy covering Canadian property only (excluding Quebec) against the peril of fire.	<p><i>LSW1192 <u>must</u> be included. Underwriters' agreement <u>is</u> necessary for inclusion of LSW1192.</i></p> <p><i>It is recommended that LSW1193 be used in place of LSW1192 if Underwriters wish to avail themselves of the protection of the "Additional Conditions" contained therein. (Underwriters' agreement <u>is</u> necessary for inclusion of LSW1193).</i></p>
2. Policies covering Canadian property (excluding Quebec) where fire is an additional named peril.	<p><i>LSW1192 <u>must</u> be included. Underwriters' agreement <u>is</u> necessary for inclusion of LSW1192.</i></p> <p><i>It is recommended that LSW1193 be used in lieu of LSW1192 if Underwriters wish to avail themselves of the protection of the "Additional Conditions" contained therein. (Underwriters' agreement <u>is</u> necessary for inclusion of LSW1193).</i></p>
3. Policies covering Canadian property (excluding Quebec) where fire is an incidental peril, i.e. where coverage is on an "All Risks" basis.	<p><i>It is <u>recommended</u> that either LSW1192 or LSW1193 be included; however, as they should not be considered as statutory, the heading should simply read "<u>Conditions</u>". The heading appearing on LSW1193 is acceptable as it is.</i></p> <p><i>(Underwriters' agreement <u>is</u> necessary for inclusion of these "<u>Conditions</u>").</i></p>
4. Policies solely covering property located in Quebec.	<p><i>Where a policy relates solely to property located in Quebec, neither LSW1192 nor LSW1193 is appropriate. It is recommended that the "General Conditions" (LSW1194) be used when (i) the peril is fire only; (ii) fire as an additional named peril, or (iii) fire as an incidental peril, i.e. "All Risks". If the insured's policy is in the French language then LSW1195-16, "Dispositions Generales" (see Appendix 5) should be used.:</i></p> <p><i>(Underwriters' agreement <u>is</u> necessary for inclusion of the "General Conditions"(LSW1194) / "Dispositions Generales"(LSW1194-16)).</i></p>

NOTE:

The existing LP0211A and LP0211 wordings should be replaced by LSW1193 and LSW1192 respectively. These wordings have been updated to comply with current statutory requirements, proofread by Lloyd's Canada and reviewed by Lloyd's Market Association.

Policies incepting on or after 1 March 2004, which:

- a) include the old wordings (LPO211, LPO211A and LMA2664) will be referred back to the underwriter (via the Lloyd's broker) to insert the new wording, or
- b) fall under either scenario one, two or four set out in Table 1 above and do not include any of the new wordings, will be referred back to the underwriter (via the Lloyd's broker) to establish which wording is appropriate.