

## Publisher's Note

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<p style="text-align: center;"><b>GOOD FAITH IN CANADIAN INSURANCE LAW</b> Roderick Winsor Release No. 1, December 2021</p>
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### Publisher's Special Release Note 2021

The pages in this work were reissued in December 2021 and updated to reflect that date in the release line. Please note that we did not review the content on every page of this work in the December 2021 release. We will continue to review and update the content according to the work's publication schedule. This will ensure that subscribers are reading commentary that incorporates developments in the law as soon as possible after they have happened or as the author deems them significant.

Changes to chapter and heading numbering may have occurred. Please refer to the Correlation Table in the front matter if you wish to confirm references.

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This comprehensive resource is designed to assist the insurance practitioner in all aspects of determining issues of good and bad faith in the insurance context. The goal of the book is to seek conceptual clarity and address the practical consequences for practitioners. There is a long and strong thread of judicial thinking that reflects a belief that contractual parties should owe each other an obligation of good faith. However there are also contrary views. With continued releases that update the progression of key cases and accompanying commentary, Good Faith in Canadian Insurance Law will continue to be an up-to-date concise statement of the law in this area.

This release features updates to the Issues in Focus section and the addition of fourteen words and phrases.

### **Highlights**

**Issues in Focus** — This release includes updates to the following memos:

- Under what circumstances will arbitration proceedings be dismissed on the grounds that the insured has effectively abandoned his claim for accident benefits?
- Is an insured entitled to a copy of his/her claims file free of charge from his/her insurer?
- Does a health professional who is treating an insured owe any duty of care to the insurer?
- Would a contempt motion against an insurer in a fire loss case likely be successful in a situation where the insurer appointed a representative pursuant to court orders against it, but refused to give instructions to actually conduct an appraisal in accordance with the Insurance Act?
- Will a court order the production of an insurer's internal claims file in an action alleging bad faith against the insurance company?
- What is the law with respect to reducing an MVA tort defendant's liability where an allegation is made that the plaintiff's settlement with the SABS insurer was improvident?
- If an at-fault driver does not co-operate with his/her own insurer in the defence or fails to communicate with his/her own insurer, can the insurer allege a breach of policy reducing the policy from \$1 million to \$200,000, or is the full \$1 million still available to the injured person with the third party insurer possibly having a right of recovery against its own at-fault driver (insured)?
- Can a bad faith claim be made by an insured against the insurer for failure to pay a mortgagee under a standard mortgage clause?

- In breach of insurance contract cases, what are the quanta awarded for punitive damages?
- What type of conduct has been found by Alberta courts to breach the duty on parties to perform their contractual obligations honestly, and what kind of conduct has fallen short of such a finding?
- What duties do an employer and an insurer have vis-à-vis a claimant in the context of an LTD claim involving an “Administrative Services Only” contract?
- Can the settlement of a personal injury action be enforced where there is a disagreement over the form of the release—in particular, the wording of the “certificate of solicitor”?
- Does the Manitoba Public Insurance Corporation have a right of subrogation where a person insured under its standard automobile policy was injured in an accident in British Columbia?

**Words and Phrases** — This release includes fourteen new words and phrases:

- Action
- Appropriate
- Consent
- Contract
- Dispute
- Distribution
- Insurance Corporation
- Or
- Permit
- Premium
- Public Offering of Securities
- Publishing Agreement
- Securities
- Sudden and Accidental

### **ProView Developments**

Your ProView edition of this product now has a new, modified layout:

- The opening page is now the title page of the book as you would see in the print work
- As with the print product, the front matter is in a different order than previously displayed
- The Table of Cases and Index are now in PDF with no searching and linking

- The Table of Contents now has internal links to every chapter and section of the book within ProView
- Images are generally greyscale and size is now adjustable
- Footnote text only appears in ProView-generated PDFs of entire sections and pages