

An Act to secure Uniform Conditions in Policies of
Fire Insurance.

HER Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as
follows :—

1. This Act may be cited as *The Fire Insurance Policy Act*, Short title.
5 1900.

2. In this Act, unless the context otherwise requires, the
expression "company" means and includes any corporation
or any society or association, incorporated or unincorporated,
or any partnership carrying on the business of fire insurance.

Interpreta-
tion.
"Company."

10 3. The provisions of this Act shall not apply to any com-
pany incorporated by an Act of the Legislature of the late
Province of Canada, or by an Act of the Legislature of any
Province now forming part of Canada, which carries on the
business of fire insurance wholly within the limits of that
15 Province by the Legislature of which it was incorporated, and
which is within the exclusive control of such Legislature.

Act not to
apply to
certain
companies.

4. The conditions set forth in the form A in the schedule
to this Act shall be deemed to be part of every contract of fire
insurance hereafter entered into or renewed, or otherwise in
20 force in Canada with respect to any property therein, or in
transit therefrom, or thereto, and shall be printed on every
policy, with the heading "Uniform Conditions," and no
other or different condition shall be made a part of such con-
tract or policy, or endorsed thereon, or delivered therewith :
25 Provided that a policy may, with the approval of the Superin-
tendent of Insurance, also contain any provisions which the
company is required by law or by its charter or Act of incor-
poration to insert in its policies, and which are not inconsis-
tent with the Uniform Conditions.

Conditions in
schedule to be
deemed part
of policy.

Proviso :
other con-
ditions.

30 5. Where, by reason of necessity, accident or mistake,
the conditions of any contract of fire insurance on property in
Canada as to the proof to be given to the insurance company
after the occurrence of a fire have not been strictly complied
with, or where, after a statement or proof of loss has been
35 given in good faith by or on behalf of the assured, in pursu-
ance of any proviso or condition of such contract, the company
does not, within a reasonable time after receiving such state-
ment or proof, notify the assured in writing that such statement
or proof is objected to, and specify the particulars in which

Imperfect
compliance
with condi-
tions not to
discharge
company.