## Solid Growth

Up-to-date business methods, backed by an unbroken record of fair-dealing with its policyholders, have achieved for the Sun Life of Canada a phenomenal growth.

Assurances in Force have more than doubled in the past seven years, and have more than trebled in the past eleven years.

To-day they exceed by far those of any Canadian life assurance company.

> SUN LIFE ASSURANCE COMPANY OF CANADA HEAD OFFICE-MONTREAL

#### LONDON AND SCOTTISH Assurance Corporation Limited.

Established 1862 For All Classes of Life Assurance.

SCOTTISH METROPOLITAN Assurance Company, Limited.

or insurances against Fire, Accident, & Sickness; Guarantee Bonds; Elevator, Automobiles, Public and Teams, and Emplement Linkilling ployers' Liability.

HEAD OFFICES FOR CANADA: London & Scottish Building, 164 St. James St., Montreal. TOTAL ASSETS EXCEED. . . . \$25,500,000 Manager for Canada: ALEX R. BISSETT.

#### STRIDING AHEAD.

These are wonderful days for life insurance salesmen, particularly, North American Life men. Our representatives are placing unprecedented amounts of new business. All

1919 rcords are being smashed.
"Solid as the Continent' policies, coupled with splendid dividends and the great enthusiasm of all our representatives tell you

Get in line for success in underwriting.
A North American Life contract is your opening. Write us for full particulars.
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#### NORTH AMERICAN LIFE ASSUR-ANCE COMPANY

"Solid as the Continent" TORONTO, ONT. HEAD OFFICE

### Commercial Union Assurance Company Limited OF LONDON, ENGLAND.

Capital Fully Subscribed .. .. \$14,750,000 99,147,565 Total Annual Income Exceeds 1,416,333

Head Office, Canadian Branch: Commercial Union Bldgs., 232-236 St. James Street, Montreal, Que.

Applications for Agencies solicited in unrepresented districts J. Jopling, Manager Canadian Branch.

### Insurance News and Views

# To Make Legislation Uniform

Draft of law respecting fire insurance proposed by a committee of Saskatchewan Commissioners on instructions from the Conference of Commissioners on uniformity of Legislation.

In the following act, which will be brought before the legislative assemblies of the various provinces there are a number of new provisions and changes from the first draft shown by the use of heavier black type. Uniformity of legislation in the various provinces will make for fewer misunderstandings and generally assist both companies and the insured.

His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of..... enacts as follows:-

#### Short Title.

1. This Act may be cited as The Fire Insurance Policy Act.

- 2. In this Act, unless the context otherwise requires, the expression:
- 1. "Company" includes any corporation, or any society or association, incorporated or unincorporated, or any partnership or any underwriter or group of underwriters that undertakes or effects, or agrees or offers for valuable consideration so to undertake or effect in the province, a contract of insurance within the meaning of this Act:
- 2. "Contract" means an agreement whereby a company undertakes to insure property in the province or in transit therefrom or thereto against loss of or damage by fire, lightning or explosion, and includes a policy, certificate, interim, receipt, renewal receipt or writing evidencing the contract, whether sealed or not, and a binding oral agreement;
- 3. "Policy" means an instrument containing all the terms of the agreement between the parties.

#### Term of Contract.

3. No contract shall be made for a term exceeding three years, or, in the case of mercantile or manufacturing risks, exceeding one year, but any contract may be renewed by the delivery of a renewal receipt or a new premium note.

#### Contents of Police.

4. Every policy shall contain the name of the company, the name of the insured, the name of the person or persons to whom the insurance money is payable, the premium or other consideration for the insurance, the subject matter of the insurance, the indemnity for which the company may become liable, the event on the happening of which such liability is to accrue and the term of the insurance.

#### Statutory Conditions.

5. The conditions set forth in the schedule to this Act shall be deemed to be part of every contract in force in ....., and shall be printed on every policy with the heading "Statutory Conditions.".

#### Variations.

6. (1) If a company desires to vary, omit or add to the statutory conditions or any of them, the proposed variations or additions or a statement clearly indicating the omissions shall be printed in conspicuous type and in red ink on a

separate sheet attached to the policy, which sheet shall be signed by the company and the insured and shall contain these introductory words:

#### Variations in Conditions.

"The attached policy is issued subject to the statutory conditions with the following variations, omissions and additions, which are, by virtue of The Fire Insurance Policy Act, in force so far only as they shall be held to be just and reasonable to be exacted by the company."

(2) No variation, omission or addition shall be binding on the insured, unless the foregoing provisions of this section have been complied with; and any variation omission or addition shall be so binding only in so far as it is held by the court before which a question relating thereto is tried to be just and reasonable.

#### Co-insurance Clause.

7. A policy may contain a co-insurance clause, in which case it shall have printed or stamped upon its face in conspicuous type and in red ink the words "This policy contains a co-insurance clause," and such clause shall be deemed an addition to the statutory conditions.

#### Relief from Forfeiture.

8. In any case where there has been imperfect compliance with a statutory condition and a consequent forfeiture or avoidance of the insurance, and the court deems it inequitable that the insurance should be forfeited or avoided on that ground, the court may relieve against the forfeiture or avoidance on such terms as it may deem

#### Examination of Insured.

9. Where proofs of loss are made by any person other than the insured, the company shall be entitled to have the insured examined under oath touching the loss or damage before a judge of the county (or district) court of the county (or district) in which the insured resides, and the procedure shall be the same as that upon an examination for discovery in an action.

#### SCHEDULE.

#### STATUTORY CONDITIONS.

- 1. Misrepresentation.—If any person applying for insurance falsely describes the property to the prejudice of the company, or misrepresents or omits to communicate any circumstance which is material to be made known to the company in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.
- 2. Form of Contract.-After application for insurance, if the same is in writing signed by the insured, it shall be deemed that any contract sent to the insured is intended to be in accordance with the terms of the application, unless the company points out in writing the particulars wherein the policy or other contract differs from the application. If the policy has been issued on the verbal application or instructions of the insured it shall be deemed to be in accordance with such application or instructions, unless the insured points out to the company in writing the particulars wherein the policy differs from such application or instructions.