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The Supreme Court of Canada will not review the duty of the insured to collaborate

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On February 18 last, the Supreme Court of Canada[1] denied leave to appeal in the matter of *Intact Compagnie d'assurance* c. *9221-2133 Québec inc.*[2], thus confirming the principles applicable to the duty of the insured to collaborate.

THE FACTS

Following the theft of his vehicle, the insured filed a claim with his insurer, but refused to submit to a statutory examination and provide authorizations for obtaining additional information, for example, his driver file at the Société d'assurance automobile du Québec.

THE JUDGMENT

At trial, the Court of Québec ordered the insurer to pay its insured the indemnity arising from the theft of the insured's vehicle but, particularly due to the [TRANSLATION] "lack of collaboration" of the insured, dismissed his claim for trouble and inconvenience.

The Court of Appeal reversed the judgment and concluded that the insured has a duty to closely collaborate with his insurer in the context of settling a loss, which includes the duty to answer the questions of the insurer respecting all the circumstances surrounding the loss and provide all the documentation in support of his claim. The insured must also agree to the collection of the necessary documents and sign the authorizations required for that purpose. The duty of the insured to collaborate is not subject to any duty of the insurer to conduct investigations with third parties.

In the circumstances, the Court concluded that since the insured demonstrated bad faith by systematically refusing to answer the questions of the insurer, which suffered harm as a result, he had no right to be indemnified.

The refusal of the Supreme Court to review this issue also confirms the principles already established by the Court of Appeal respecting the duty of the insured to collaborate[3].

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1. *9221-2133 Québec inc., F.A.S.R.S. Centre Mécatech* c. *Intact Compagnie d'assurance*, 2016-02-18, 36569.
2. 2015 QCCA 916.
3. See more particularly the following cases: *Northumberland General Insurance* v. *Genziuk*, J.E. 81-1072 (C.A.) and *Di Capua* c. *Barreau du Québec*, J.E. 2003-1310 (C.A.).

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