

INSURANCE LAW



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An insurer's reputation for fairness and competence may be its most valuable asset. Harper Grey lawyers have protected the reputations of insurers and their insured since the firm was founded in 1907.

Our insurance lawyers work with clients to resolve claims with the best interests of their insureds and organizations in mind.

We serve regional, national and multinational insurers. We represent major self-insured businesses, working with their insurance partners to resolve claims. We also work with professional associations to develop and defend errors and omissions and risk-management programs.

We are conscious of an insurer's relationship with its insureds. Harper Grey respects your budgets, service requirements and the accountability structures within your organization. Our clients can benefit from value-added services such as in-house education, unbilled advice and departmental structure reviews.

The services we provide include:

- Representation in meetings, negotiations, mediations, arbitrations, hearings and court proceedings. Our lawyers have appeared at every level of court including the Supreme Court of Canada.
- Working with claims executives, managers, examiners, adjusters and other insurance professionals to determine risk and resolution procedures.
- Developing risk management programs.
- Determining legal budgets, litigation plans and reporting structures.
- Institutional clients benefit from designated team leaders and team members at a variety of levels.
- Audits and reviews of all aspects of our client service to insurance companies and institutions for whom we perform large volumes of work.
- Subscriptions to our complimentary monthly Insurance Law Update e-newsletter, which is also published in a longer format on Quicklaw.

SERVICES

- Bodily injuries.
- Commercial general liability.
- Commercial lines products - construction deficiencies, property loss, business interruption, products liability.
- Complex, multi-party claims.
- Criminal acts.
- Directors and officers liability.
- Environmental contamination.
- Errors and omissions.
- Occupiers liability.

- Personal lines products - property loss, motor vehicle liability, social host liability, defamation.
- Professional liability.
- Reinsurance.
- Subrogated matters such as geographic torts.
- Transportation related claims including aviation and marine cargo and equipment damage.

TYPICAL SITUATIONS

- A landslide caused by a winter storm destroys five houses on one block located below a steep embankment. It also destroys a partially built house just above the block.
- A teenager is caught vandalising a commercial property adjacent to his home. The property owner sues his parents for damages.
- A hotel guest slips and falls in a bathtub, sustaining a concussion and serious spinal injuries. The hotel has recently signed a contract with a new cleaning supply company. Other guests have complained about the slippery tubs on a popular hotel rating website, but not directly to hotel management.

REPRESENTATIVE WORK

- Appearing twice before the Supreme Court of Canada to address the deductibility of collateral benefits paid to tort victims.
- Appearing in the BC Supreme Court in *Swagger Construction v. ING Insurance Canada*, the leading case regarding construction deficiency claims.
- Organizing a subrogated claim resulting from a power surge that prompted 200 property damage claims from a residential neighbourhood.
- Extracting a client from lengthy and expensive litigation relating to the failure of a key component in a helicopter that crashed.
- Managing all professional liability claims for a provincial organization of home inspectors. We developed the errors and omissions program for this organization. It is now used throughout Canada.
- Handling the majority of occupiers liability claims from one of the largest grocery store chains in the province.
- Defending an insurer in an action against them by an insured who was alleged to have made misrepresentations in the application for insurance and renewal of that insurance. The insured had been sued in California for \$250 million and sued the insurer who had denied defence and indemnity to the insured as a result of the misrepresentations.
- Addressing the issue of the vicarious liability of an insurer for the intentional and wrongful acts of its agents.

RECOGNITIONS

Harper Grey recognized as a "Leading Firm" in the area of Litigation - Commercial Insurance (Repeatedly Recommended) by Canadian Legal Lexpert Directory®, 2015, 2016, 2017

Harper Grey recognized as a "Leading Law Firm" regionally in the area of Dispute Resolution by Chambers Canada®, 2017

24 Harper Grey lawyers recognized across 15 specialty areas by Best Lawyers® in Canada, 2017

24 Harper Grey lawyers recognized as “Leading Practitioners” by Canadian Legal Lexpert Directory®, 2018

19 Harper Grey lawyers recognized for litigation expertise by Benchmark Canada®, 2018

Harper Grey receives highest firm ranking as a “Highly Recommended” local litigation law firm in British Columbia from Benchmark Canada® 2014, 2015, 2016, 2017, 2018

Kim Yee receives prestigious Lexpert® 2016 Rising Stars Award honoring Canada’s Leading Lawyers Under 40

Martindale Hubbell® recognizes 13 Harper Grey lawyers across 27 practice areas

Harper Grey receives the TAGLaw Membership Award of Distinction acknowledging 15 years of outstanding service

Jennifer Woznesensky receives prestigious Lexpert® 2014 Rising Stars Award honoring Canada’s Leading Lawyers Under 40

Harper Grey recognized as a Top 10 Regional Firm in British Columbia, Alberta and the Territories by Canadian Lawyer Magazine, 2012 and 2014

COMMENTARIES

“They are careful in their opinions and remain objective. They understand our tolerance for risk and our objectives as an insurer, from good faith handling to reputation.”

— *Benchmark Canada® 2018*

“They dominate in medical practice, insurance, and product liability, and even have more specialties like bankruptcy, aviation, defamation, securities, even environmental.”

— *Benchmark Canada® 2018*

“They are a top insurance firm with expertise on our wordings, and they look for ways to resolve issues in conjunction with litigation, such as mediation and arbitration.”

— *Benchmark Canada® 2018*

“Excellent response time, good talent from junior and intermediate to senior levels and reasonable service costs.”

— *Benchmark Canada® 2018*

“They are careful in their opinions and remain objective. They understand our tolerance for risk and our objectives as an insurer, from good faith handling to reputation.”

— *Benchmark Canada® 2018*

“[They are a] top insurance firm with expertise on our wordings, and they look for ways to resolve issues in conjunction with litigation, such as mediation and arbitration.”

— *Benchmark Canada® 2018*

“Excellent response time, good talent from junior and intermediate to senior levels, and reasonable service costs.”

— *Benchmark Canada® 2018*

“Harper Grey’s celebrated insurance capacity is brimming with regionally and nationally recognized talent, such as Jonathan Meadows and Nigel Trevethan.”

— *Benchmark Canada® 2015*

“They exceeded all my expectations. I am very satisfied with their work and very happy to recommend them.”

— *Chambers Canada® 2017*

“Harper Grey is one of the best firms in Vancouver. They have excellent service, knowledge and their cost structure is excellent.”

— *Benchmark Canada@ 2017*

“A Vancouver staple, Harper Grey is perhaps the most BC-centric of the “highly recommended” firms, owing largely to the firm’s bench strength in several key areas.”

— *Benchmark Canada@ 2018*

“Every day it seems like I am dealing with someone at Harper Grey, and I always find them professional, courteous and effective.”

— *Benchmark Canada@ 2017*

“Harper Grey has niches, and in those niches they are the best of the best.”

— *Benchmark Canada@ 2017*

“They are historically known more for insurance but there’s a lot more there than meets the eye.”

— *Benchmark Canada@ 2015*

“Harper Grey is primarily championed for its insurance capacity, which is said to ‘rival that of anyone else’s in Vancouver’ as well as its aviation niche.”

— *Benchmark Canada@ 2012*

“The firm has real quality people, and they’ve put three people on the bench there in six years.”

— *Benchmark Canada@ 2015*

“Harper Grey lawyers are ‘dedicated to their clients and focused on finding and implementing practical solutions for them. The lawyers are prompt, intelligent and insightful, and provide a high level of customer service’.”

— *2012 Canadian Lawyer Magazine Embracing Regionalism - Canadian Lawyer’s Top 10 firms from B.C., Alberta, and the Territories are in the Sweet Spot Right Now, October 1, 2012*

“A lawyer who refers work to Harper Grey wrote it has ‘great service, a breadth of practice and I have never received a negative comment from referrals to the firm.’”

— *2014 Canadian Lawyer Magazine Stronger than Ever - Top Western & Northern Firms, September 1, 2014*

“Harper Grey is a trial lawyer’s firm, and they’ve got a big deep bench of well-trained litigators.”

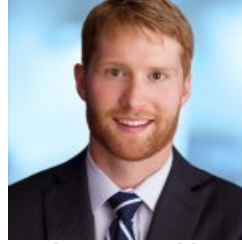
— *Benchmark Canada@ 2017*

“Harper Grey has a stellar pedigree as a litigation firm, and they’ve put a ton of people on the bench”, observes one peer.”

LAWYERS



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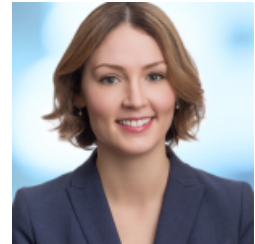
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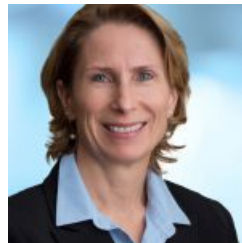
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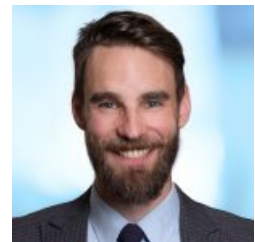
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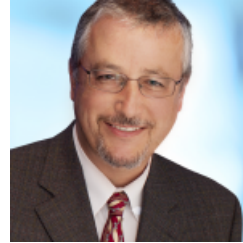
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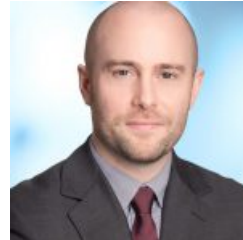
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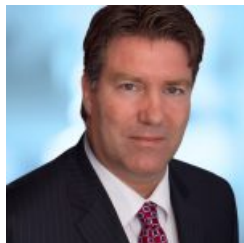
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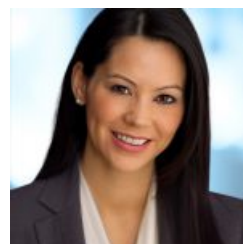
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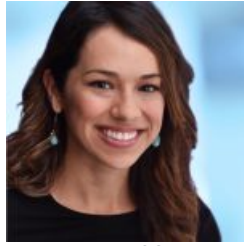


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SELECT ARTICLES + PUBLICATIONS

“Mitigating Risk” article

Published in: Grocery Business Magazine - Oct.18

Written by: Kim J. Yee, Jennifer R. Woznesensky

“Social Engineering and Cyber Fraud: Prevention, Response, and Recovery” paper

Published by: Harper Grey - 21.Sept.18

Written by: Daniel J. Reid, Jonathan D. Meadows*, Paul Saunders

“Is it Time to Provide More Guidance on Advertising for Legal Services and Referring Potential Clients to Colleagues?” article

Published in: The Advocate 15. Sept.18

Written by: Michael G. Thomas*, Drummond Lambert

Luminary – Women in Insurance Cancer Crusade (WICC) Newsletter – May 2018 Edition

Published by: WICC 30.May.2018

Written by: Jennifer R. Woznesensky

SELECT EVENTS + PRESENTATIONS

Harper Grey lawyers support WICC BC Fall Breakfast

Event date: 01.Nov.18

Presented by: Jennifer R. Woznesensky, Nigel L. Trevethan*, Jonathan D. Meadows*, Daniel J. Reid, Kora Paciorek, Brett Weninger

Jennifer Woznesensky, Kim Yee and Michael Robnison to attend Toronto’s GIC Conference

Event date: 24.Oct.18

Presented by: Jennifer R. Woznesensky, Kim J. Yee, Michael J. Robnison

Jonathan Meadows to present at CLE Insurance Law Conference

Presentation date: 02.Nov.18

Presented by: Jonathan D. Meadows*

Jonathan Meadows and Daniel Reid to present at 2018 RIMS Canada Conference

Presentation date: 23.Sept.18

Presented by: Jonathan D. Meadows*, Daniel J. Reid

Harper Grey hosts annual Insurance Law Seminar – “More Than a Slip and Fall: Insurance Claims Beyond Simple Traumas”

Event date: 30.May.18

Presented by: Nigel L. Trevethan*, Kara L. Hill, JoAnne Barnum, Jennifer R. Woznesensky

Nigel Trevethan to present at 2018 Western Canada Addiction Forum

Presentation Date: 05.May.18

Presented by: Nigel L. Trevethan*

Daniel Reid co-presented on Cyber-Loss Insurance to the CBABC Insurance Law Subsection

Presentation Date: 19.Mar.18

Presented by: Daniel J. Reid

SELECT NEWS

Harper Grey shortlisted in four Benchmark Canada® 2019 Award categories

Related to: Jonathan D. Meadows*, Kimberly J. Jakeman* - 06.Feb.19

Daniel Reid quoted in Canadian Insurance article “How Brokers can best serve Gig Economy Workers”

Related to: Daniel J. Reid - 17.Oct.18

Kora Paciroek elected Secretary for the Canadian Bar Association National Insurance Law Section

Related to: Kora Paciorek - 05.Sep.18

30 Harper Grey Lawyers recognized by Best Lawyers® in Canada 2019

Related to: Steven Abramson*, Owais Ahmed, H. Roderick Anderson*, Bryan G. Baynham, QC, Richard E. Bereti*, Salman Y. Bhura*, Guy P. Brown, QC*, William S. Clark*, Prentice Durbin*, Michael J. Hewitt*, Kimberly J. Jakeman*, James M. Lepp, QC, Steven G. Lukas*, Maureen L.A. Lundell, QC, Derek Mah*, Jonathan D. Meadows*, David W. Pilley, Una Radoja*, Christopher M. Rusnak*, Raj Samtani*, John P. Sullivan*, W. Sean Taylor, Michael G. Thomas*, Nigel L. Trevethan*, Abigail C.F. Turner*, Henning W. Wiebach*, Jennifer R. Woznesensky, Lara C. Zee - 21.Aug.18

Harper Grey welcomes five new Associates

Related to: Andrew Tang, Kirsten Rogerson, Paul Saunders, Drummond Lambert, Erika Decker - 30.May.18

19 Harper Grey Lawyers recognized for litigation expertise by Benchmark Canada® 2018

Related to: H. Roderick Anderson*, Bryan G. Baynham, QC, Richard E. Bereti*, Salman Y. Bhura*, Guy P. Brown, QC*, Karen F. Douglas*, Michael J. Hewitt*, Kimberly J. Jakeman*, James M. Lepp, QC, Jonathan D. Meadows*, David W. Pilley, Christopher M. Rusnak*, John P. Sullivan*, Michael G. Thomas*, Nigel L. Trevethan*, Abigail C.F. Turner*, Jennifer R. Woznesensky, Cameron B. Elder, Una Radoja* - 19.Apr.18

2018 Canadian Legal Lexpert® Directory recognizes 24 Harper Grey lawyers as “Leading Practitioners”

Related to: Steven Abramson*, H. Roderick Anderson*, Bryan G. Baynham, QC, Richard E. Bereti*, Salman Y. Bhura*, Guy P. Brown, QC*, William S. Clark*, Karen F. Douglas*, Prentice Durbin*, Michael J. Hewitt*, Kimberly J. Jakeman*, James M. Lepp, QC, Maureen L.A. Lundell, QC, Jonathan D. Meadows*, David W. Pilley, Una Radoja*, Christopher M. Rusnak*, Raj Samtani*, W. Sean Taylor, Nigel L. Trevethan*, Abigail C.F. Turner*, Lara C. Zee - 13.Apr.18

Harper Grey recognized as a “Leading Firm” in five practice areas by 2018 Canadian Legal Lexpert® Directory

13.Apr.18

Harper Grey welcomes new associate, Natalia Tzemis

Related to: Natalia V. Tzemis - 15.Feb.18

Luminary – Women in Insurance Cancer Crusade (WICC) Newsletter – January 2018 Edition

Related to: Jennifer R. Woznesensky - 24.Jan.18

Harper Grey warmly welcomes four new partners

Related to: Prentice Durbin*, Una Radoja*, Roselle P. Wu, Kim J. Yee - 18.Jan.18

Jonathan Meadows quoted in Canadian Insurance Top Broker article “Could You Get Sued?”

Published in: Canadian Insurance Top Broker Magazine - 13.Dec.17

Related to: Jonathan D. Meadows* - 20.Dec.17

Luminary – Women in Insurance Cancer Crusade (WICC) Newsletter – December 2017 Edition

Related to: Jennifer R. Woznesensky - 15.Dec.17

Jennifer Woznesensky quoted in Lexpert Magazine article about the Lexpert® Rising Star – Leading Lawyers Under 40 Awards

Related to: Jennifer R. Woznesensky, Una Radoja* - 14.Dec.17

SELECT NEWSLETTERS + UPDATES

Case Summary: Insured operating cold storage business entitled to defence with respect to claim by customer for damages arising from loss of products

Published In: Insurance Law Newsletter – 12.Feb.19

Written by: Cameron B. Elder

Case Summary: Insureds entitled to benefit of previous life insurance policy where subsequent replacement policy voided for misrepresentation

Published In: Insurance Law Newsletter – 12.Feb.19

Written by: Cameron B. Elder

Case Summary: Estate of known drug dealer not entitled to proceeds of mortgage life insurance

Published In: Insurance Law Newsletter – 12.Feb.19

Written by: Cameron B. Elder

Case Summary: A sandbar is not a highway

Published In: Insurance Law Newsletter – 12.Feb.19

Written by: Cameron B. Elder

Case Summary: Damage caused by error in insured's work covered by insured's CGL policy

Published In: Insurance Law Newsletter – 12.Feb.19

Written by: Erika Decker

Case Summary: Passenger who suddenly grabs the wheel is not covered by driver's insurance policy

Published In: Insurance Law Newsletter – 12.Feb.19

Written by: Erika Decker

Case Summary: The Recent Decision in Smith v. Air Canada

Published in: Retail Case Update: 08.Feb.19

Written by: Kim J. Yee, Paul Saunders

Case Summary: Insurer's motion for summary judgment is dismissed

Published In: Insurance Law Newsletter – 8.Jan.19

Written by: Paul Saunders

Case Summary: Insurer successful against broker in breach of contract

Published In: Insurance Law Newsletter – 8.Jan.19

Written by: Paul Saunders

Case Summary: Insurer not required to pay contractor after paying insured for covered loss

Published In: Insurance Law Newsletter – 11.Dec.18

Written by: Michael J. Robinson

Case Summary: No coverage for diminished value of vehicle following crash

Published In: Insurance Law Newsletter – 11.Dec.18

Written by: Michael J. Robinson

Case Summary: The perils of tardiness: late notification of coverage issues precludes insurer from denying defence and coverage

Published In: Insurance Law Newsletter – 11.Dec.18

Written by: Dionne H. Liu

Case Summary: Keep it simple: the rental contract lessee is the lessee in law

Published In: Insurance Law Newsletter – 11.Dec.18

Written by: Dionne H. Liu

Case Summary: Wrongful denial of coverage did not constitute bad faith

Published In: Insurance Law Newsletter – 11.Dec.18

Written by: Dionne H. Liu

Case Summary: Ledcor v. Northbridge Inapplicable in Multi-peril Insurance Policy

Published In: Insurance Law Newsletter – 13.Nov.18

Written by: Kora Paciorek

Case Summary: ONCA certifies class action against Sun Life in respect to sale of life insurance policies

Published In: Insurance Law Newsletter – 13.Nov.18

Written by: Cameron B. Elder

Case Summary: Arbitrator's decision finding Ontario insurer required to pay Ontario benefits under its Nunavut policy upheld by ONSC

Published In: Insurance Law Newsletter – 13.Nov.18

Written by: Cameron B. Elder

Case Summary: Summary trial not suitable where plaintiff's credibility in question due to conflicting evidence from his divorce

Published In: Insurance Law Newsletter – 13.Nov.18

Written by: Cameron B. Elder

Case Summary: In a claim for unidentified motorist protection coverage, the limitation period does not begin to run until the plaintiff makes an indemnification demand and the responding insurer fails to satisfy that demand

Published In: Insurance Law Newsletter – 09.Oct.18

Written by: Erika Decker

Case Summary: An insured is not required to hide car keys to avoid a finding of implied consent when someone else in the household takes the vehicle without the owner's permission

Published In: Insurance Law Newsletter – 09.Oct.18

Written by: Erika Decker

Case Summary: The insured's claim was dismissed as the evidence did not support his claim that the motor vehicle accident was caused by an unknown vehicle

Published In: Insurance Law Newsletter – 09.Oct.18

Written by: Paul Saunders

Case Summary: The insurer was required to defend its insured as the policy's definition of "insured" included an employer's vicarious liability and would be superfluous if employers were covered only for their own acts or omissions

Published In: Insurance Law Newsletter – 09.Oct.18

Written by: Paul Saunders

Case Summary: The Manitoba Public Insurer was required to defend and indemnify its insured for a motor vehicle accident in Ontario despite the insured's non-payment of premiums and failure to register his vehicle in Ontario prior to the accident

Published In: Insurance Law Newsletter – 11.Sep.18

Written by: Michael J. Robinson

Case Summary: The insurer's conduct amounted to a waiver of the insured's breach where the insurer defended the claim without a reservation of rights or a non-waiver agreement for three years before denying coverage. Information indicating that the insured was in breach existed and was available to the insurer three years prior to the denial

Published In: Insurance Law Newsletter – 11.Sep.18

Written by: Michael J. Robinson

Case Summary: Motion by a contractor for coverage under a builder's risk policy was dismissed because the loss was not an event that occurred during the coverage period as the cause of the loss was distinct from the event of the loss

Published In: Insurance Law Newsletter – 11.Sep.18

Written by: Michael J. Robinson

Case Summary: Coverage was granted to a residence employee who was engaged to provide services for the named insureds' rental business on the insured property when the rental was declared on the policy

Published In: Insurance Law Newsletter – 11.Sep.18

Written by: Dionne H. Liu

Case Summary: An insured is not entitled to keep all of an advance paid by the insurer when it is subsequently determined that the amount paid was in excess of the loss suffered

Published In: Insurance Law Newsletter – 11.Sep.18

Written by: Dionne H. Liu

Case Summary: Although the insured informed the insurer of criminal allegations of sexual assault eight months after becoming aware of the allegations, the notice was sufficient because it was made as soon as practicable based on the information available at the time

Published In: Insurance Law Newsletter – 11.Sep.18

Written by: Dionne H. Liu

Case Summary: The title insurer was liable to indemnify the purchaser of a cottage containing latent structural deficiencies which flowed from an inadequate building process and made the home unsafe for occupancy

Published In: Insurance Law Newsletter – 14.Aug.18

Written by: Kora Paciorek

Case Summary: Petitioners providing certain professional services relating to a construction project were held to be insureds under the terms of a professional liability policy, despite not being identified by name in either the policy or the application for insurance

Published In: Insurance Law Newsletter – 14.Aug.18

Written by: Kora Paciorek

Case Summary: No reversible error found in motion judge's refusal to dismiss bad faith claim against insurer on summary judgment application

Published In: Insurance Law Newsletter – 14.Aug.18

Written by: Cameron B. Elder

Case Summary: Physical contact with unidentified vehicle required for coverage under SEF No. 44 Endorsement in Alberta

Published In: Insurance Law Newsletter – 14.Aug.18

Written by: Cameron B. Elder

Case Summary: Landlord's insurer entitled to subrogate against tenant notwithstanding language of lease that gave tenant benefit of landlord's insurance where lease included exception for damage caused by tenant's negligence

Published In: Insurance Law Newsletter – 14.Aug.18

Written by: Cameron B. Elder

Case Summary: Appeal of trial decision finding defence of arson made out dismissed

Published In: Insurance Law Newsletter – 14.Aug.18

Written by: Cameron B. Elder

The BC Supreme Court Rules That Legal Costs Insurance Can Factor Into Cost Awards

Published in: Retail Case Law Update - 25.Jul.18

Written by: Kim J. Yee, Paul Saunders

Case Summary: Special costs were awarded to the insured following a determination of bad faith

Published In: Insurance Law Newsletter – 10.Jul.18

Written by: Laura E. Miller

Case Summary: Insurance obtained by private mortgagee is solely for their own protection and not for that of the mortgagor

Published In: Insurance Law Newsletter – 10.Jul.18

Written by: Laura E. Miller

Case Summary: The insurer was a person "person lawfully entitled to" a vehicle under the Repair and Storage Liens Act, R.S.O. 1990, c. R. 25, despite not having resolved the underlying claim with the insured

Published In: Insurance Law Newsletter – 12.June.18

Written by: Michael J. Robinson

Case Summary: The insured employee was entitled to long-term disability benefits for a brain injury suffered on a company trip despite applying for benefits after his employment ceased because the policy did not exclude coverage for claims arising during the course of employment

Published In: Insurance Law Newsletter – 12.June.18

Written by: Michael J. Robinson

Case Summary: The actual cash value of a ring was held to be the replacement cost without any deduction as the policy did not set out how such a deduction would be calculated and there was no evidence the ring had depreciated in value

Published In: Insurance Law Newsletter – 12.Jun.18

Written by: Dionne H. Liu

Case Summary: Insured received coverage from automobile policy for an injury sustained when he was pushed while closing his van's sliding door

Published In: Insurance Law Newsletter – 12.Jun.18

Written by: Dionne H. Liu

Case Summary: Insurance coverage for mortgage fraud was not excluded where the mortgage proceeds were paid to the borrower's lawyer despite an exclusion clause where payment of mortgage proceeds was made to any person or entity other than the borrower

Published In: Insurance Law Newsletter – 12.Jun.18

Written by: Dionne H. Liu

Case Summary: The insured sought coverage under his Ontario automobile insurance policy following an accident on an uninsured ATV in British Columbia. The ATV was not covered by the policy because the ATV was not an “automobile” under the Ontario policy.

Published In: Insurance Law Newsletter – 12.Jun.18

Written by: Dionne H. Liu

Case Summary: The insurer was not acting in bad faith or in breach of the terms of the policy when it discontinued coverage after the insured refused to attend a medical examination without being able to video record the examination

Published In: Insurance Law Newsletter – 12.Jun.18

Written by: Dionne H. Liu

Case Summary: If notifying an insured of cancellation of coverage by registered mail, the onus to prove that the mail reached the post office is on the insurer

Published In: Insurance Law Newsletter – 12.Jun.18

Written by: Dionne H. Liu

Case Summary: A summary dismissal of a subrogated claim brought by a landlord’s insurer against a tenant for fire damage was upheld on appeal

Published In: Insurance Law Newsletter - 08.May.18

Written by: Kora Paciorek

Case Summary: Elevator maintenance company required to defend owner and property manager of building based on covenant to insure in contract with property manager

Published In: Insurance Law Newsletter - 08.May.18

Written by: Cameron B. Elder

Case Summary: Insurer has a duty to defend its insured due to a possibility the insured would be liable for compensatory damages the insured had assumed under a contract

Published In: Insurance Law Newsletter - 08.May.18

Written by: Cameron B. Elder

Case Summary: Insurer not entitled to pursue subrogated action in name of insured who was an undischarged bankrupt at time action was commenced

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Written by: Cameron B. Elder

Case Summary: Insurer entitled to rectification of life insurance policy showing, in error, paid up value of \$13.4 million

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Written by: Cameron B. Elder

Case Summary: The Recent Decision in Harrison v. Loblaw's Inc.

Published in: Retail Case Law Update - 17.Apr.18

Written by: Kim J. Yee

Case Summary: A driver’s automobile insurance policy will respond prior to the owner’s umbrella liability policy

Published In: Insurance Law Newsletter - 10.Apr.18

Written by: Laura E. Miller

Case Summary: The court cannot rely on legislative intent of another province to manufacture ambiguity in an otherwise unambiguous exclusion clause

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Written by: Laura E. Miller

Case Summary: The insurer's application for double costs following trial was refused on the basis that its formal offer to settle was ambiguous

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Written by: Michael J. Robinson

Case Summary: The insurer was added as a defendant to an action after the limitation period running from the date of the motor vehicle accident had expired due to discoverability issues but the insurer was at liberty to plead a limitation defence

Published In: Insurance Law Newsletter - 10.Apr.18

Written by: Michael J. Robinson

Case Summary: Floor Inspections in the Retail Setting: What is the Standard?

Published in: Retail Case Law Update - 15.Mar.18

Written by: Kim J. Yee

Case Summary: Strata building sprinkler system held to be a plumbing delivery and distribution system, and therefore defects in material and labour for the sprinkler system enjoyed a two year warranty

Published In: Insurance Law Newsletter - 09.Mar.18

Written by: Dionne H. Liu

Case Summary: Insured's fleet policy excludes underinsured motorist coverage, but coverage found in personal vehicles' policy

Published In: Insurance Law Newsletter - 09.Mar.18

Written by: Dionne H. Liu

Case Summary: Insured awarded mental distress and punitive damages where insurer found to have failed to act in good faith in the handling of the insured's disability claim

Published In: Insurance Law Newsletter - 09.Mar.18

Written by: Dionne H. Liu

Case Summary: Breach of contract claim for failing to add party as an additional insured in contractor's liability policy found to be time-barred

Published In: Insurance Law Newsletter - 09.Mar.18

Written by: Kora Paciorek

Case Summary: Insurer obligated to contribute to defence costs and settlement in personal injury lawsuit where insured's homeowner's policy found not to operate as an excess liability policy

Published In: Insurance Law Newsletter - 09.Mar.18

Written by: Kora Paciorek

Case Summary: Insurers had duty to defend insureds against claim for damages arising from alleged migration of contamination notwithstanding environmental and pollution liability exclusions in policies

Published In: Insurance Law Newsletter - 13.Feb.18

Written by: Cameron B. Elder

Case Summary: Mortgagor's claim to proceeds of fire loss paid out under standard mortgage clause took priority over CRA's claim due to mortgagee's tax liability

Published In: Insurance Law Newsletter - 13.Feb.18

Written by: Cameron B. Elder

Case Summary: Insured's soft-tissue injuries did not amount to "permanent serious impairment of an important physical, mental, or psychological function" and therefore award of general damages by jury disallowed

Published In: Insurance Law Newsletter - 13.Feb.18

Written by: Cameron B. Elder

Case Summary: Appeal from partial summary judgment in which court made a declaration relating to the interpretation of a section of a banker's comprehensive liability policy allowed

Published In: Insurance Law Newsletter - 13.Feb.18

Written by: Cameron B. Elder

Case Summary: Despite insured's insurable interest in property held as collateral pursuant to a promissory note, there was no coverage for the stolen property as a result of applicable exclusion clauses in the policy

Published In: Insurance Law Newsletter - 13.Feb.18

Written by: Laura E. Miller

Case Summary: Failure to rely upon a defence in settling a statutory accident claim does not prohibit an insurer from relying on that defence in the tort claim

Published In: Insurance Law Newsletter - 13.Feb.18

Written by: Laura E. Miller

Case Summary: Approval of infant settlement delayed because lawyer's contingency fee agreement was unreasonable

Published in: Insurance Law Newsletter - 09.Jan.18

Written by: Michael J. Robinson

Case Summary: Coverage for rental property excluded under vacancy exclusion despite insured living in a trailer beside the home while it was under renovation

Published in: Insurance Law Newsletter - 09.Jan.18

Written by: Michael J. Robinson

Case Summary: Additional insureds entitled to appoint and instruct their own counsel due to inherent conflict of interest

Published in: Insurance Law Newsletter - 09.Jan.18

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Case Summary: Insurer required to pay settlement agreement on behalf of insurer despite his having operated a snowmobile contrary to the terms of his criminal probation order

Published in: Insurance Law Newsletter - 09.Jan.18

Written by: Dionne H. Liu

Case Summary: Insurer has onus of adducing sufficient evidence to establish validity of marriage in priority dispute for accident benefits claim

Published in: Insurance Law Newsletter - 09.Jan.18

Written by: Dionne H. Liu

Case Summary: Lessor not entitled to third party liability coverage under policy placed by lessee where the policy does not name lessor as an insured

Published in: Insurance Law Newsletter - 09.Jan.18

Written by: Dionne H. Liu

Case Summary: BCCA finds claim alleging surcharges levied on foreign currency constituted deceptive practice and breached member agreements did not fall within coverage as the credit union's policy excluded coverage for service charges

Published in: Insurance Law Newsletter - 12.Dec.17

Written by: Kora Paciorek

Case Summary: BCCA upholds finding that homeowner's policy excludes coverage for claims arising from bodily injury to any person residing in insured's household

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