

NOVA SCOTIA COURT OF APPEAL

Citation: Combined Insurance Company v. Hart, 2003 NSCA 134

Date: 20031205

Docket: CA 201300

Registry: Halifax

Between:

Combined Insurance Company of America, with Head Office at
980 Yonge Street, Toronto, in the Province of Ontario

Appellant

v.

Darcy Hart, as Guardian *ad litem*, on behalf of Amanda Hart, and Darcy
Hart, for herself

Respondents

Editorial Notice

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JUDGE: Bateman, J.A. (Orally)

APPEAL HEARD: December 5, 2003

JUDGMENT DELIVERED: December 5, 2003

WRITTEN RELEASE OF ORAL: December 9, 2003

SUBJECT: Civil Procedure Rule 25

SUMMARY: Parties made application to have wording of clause in a sickness
insurance policy determined by a Chambers judge pursuant to an

Agreed Statement of Facts under **Rule 25**. Insurer appealed determination.

ISSUE: Did the judge properly interpret the clause?

RESULT: Appeal allowed without costs. The Agreed Statement of Facts was not well developed and the issue for decision was not stated with much clarity. In light of the issues and submissions raised on appeal, it was apparent that the parties do not agree on the relevant facts essential to resolving the dispute which they submitted to the Chambers judge under **Rule 25**. Absent such agreement, it was not a proper case for a **Rule 25** application.

<p>This information sheet does not form part of the court's judgment. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 2 pages.</p>
