

NOVA SCOTIA COURT OF APPEAL
Citation: *Royal & Sun Alliance Insurance*
***Company of Canada v. Raymond*, 2014 NSCA 13**

Date: 20140206
Docket: CA 413454
Registry: Halifax

Between:

Royal & Sun Alliance Insurance
Company of Canada

Appellant

v.

Logan Llewellyn Raymond

Respondent

Judge: Bryson, J.A.

Appeal Heard: October 7, 2013, in Halifax, Nova Scotia

Subject: **Civil Procedure – Nova Scotia Rule 57. Actions Under \$100,000. Insurance law.**

Summary: Mr. Raymond sued Royal & Sun Alliance Insurance Company of Canada for Section B medical and income disability benefits arising from a single motor vehicle accident in which Mr. Raymond was involved as a passenger. Mr. Raymond brought his proceeding under Nova Scotia *Civil Procedure Rule 57*, (claims under \$100,000), seeking medical and income disability benefits to date of trial, which he estimated at approximately \$25,000. He also sought a declaration regarding his entitlement to past medical benefits. Royal objected that Rule 57 did not apply because the “real amount” involved exceeded \$100,000 and a declaration was not available under Rule 57. Royal appealed.

Issues: Does Rule 57 apply to Mr. Raymond’s claim?

Result:

Appeal dismissed. While Mr. Raymond's total potential claim may eventually exceed \$100,000, his present claim was clearly within the rule. The trial judge could not make an award for amounts in the future for which Mr. Raymond would not have a cause of action, as they had not yet arisen. "All claims" must be read as confined to existing causes of action. Decisions disallowing disability claims in the Small Claims Court were clearly distinguishable, based on statutory and procedural differences. Royal led no evidence that it would be prejudiced by the expedited process of Rule 57. It would always be open to a litigant to apply to the court under Rule 57.03(5) to except an action from Rule 57, where, *inter alia*, justice could not be done by applying the Rule.

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 16 pages.