

IN THE SUPREME COURT OF NOVA SCOTIA

Citation: Ellis Estate v. Cigna Life Insurance Company of Canada, 2005 NSSC
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Date: 20050602

Docket: S.PH No. 199689

Registry: Port Hawkesbury

Between:

The Estate of John Gary Ellis

Plaintiff

v.

Cigna Life Insurance Company of Canada

Defendant

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Judge: The Honourable Justice Frank Edwards

Heard: May 20, 2005, in Port Hawkesbury, Nova Scotia

Subject: Determination of question of law -- Civil Procedure Rule 25;
interpretation of contract of insurance in light of agreed
statement of facts.

Facts: Agreed statement of facts. Issue was whether the Plaintiff
Insured suffered from a “pre-existing condition” within the
terms of the insurance policy.

Result: Action dismissed. Plaintiff did suffer from a pre-existing
condition within the terms of the Policy.

Cases Noted: *Van Maele v. Alberta Blue Cross Benefits Corp*, 2004
CarswellAlta 403 (Q.B.); *Leveque v. Seaboard Life Insurance
Co.*, 1995 CarswellSask 536 (Q.B.); *Dunphy v. Seaboard Life
Insurance Co.* [1987] B.C.J. No. 45 (BC County Ct.); *Hollett
v. Insurance Corp of Newfoundland Ltd.* [1985] N.J. No. 133
(Nfld.S.C.); *The Forgo (Estate) v. TOS Insurance Services
Ltd.* [1994] B.C.J. No. 3004 (B.C.S.C.); *Laurent v. Sun Life
Assurance Co. of Canada* [1988] N.B.J. No. 621(N.B.C.A.)

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