

**IN THE SUPREME COURT OF NOVA SCOTIA**

**Citation:** Belmont Financial Group Inc. v. Trisura Guarantee Insurance Company, 2008 NSSC 109

**Date:** 20080117

**Docket:** SH 285977

**Registry:** Halifax

**Between:**

The Belmont Financial Group Incorporated

Plaintiff

v.

Trisura Guarantee Insurance Company and  
Liberty Mutual Insurance Company

Defendants

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**LIBRARY HEADING**

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**Judge:** The Honourable Justice C. Richard Coughlan

**Heard:** January 17, 2008 (in Chambers), in Halifax, Nova Scotia

**Decision:** January 17, 2008 (Orally)

**Release of  
Written Decision:** April 17, 2008

**Subject:** Insurance - Insurer - Duty to Defend

**Summary:** Insured issued a policy of insurance with a policy period from September 20, 2006 to September 20, 2007, and a

retroactive date of February 3, 2003. The policy provided a claim is deemed to have been made when “written notice” of the claim was received by the insured. Written notice of certain claims were received by the insured prior to the coming into force of the policy. The insured contended the notice was of claims not covered by the policy. The insurer denied coverage.

**Issue:** Did the insured receive written notice of a claim covered by the insurance policy prior to the policy coming into force?

**Result:** The written notice received by the insured does not make a claim covered by the insurance policy. The insured did not receive a claim as defined by the policy prior to the coming into force of the policy. The insurer has a duty to defend the claim.

***THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
QUOTES MUST BE FROM THE DECISION, NOT THIS LIBRARY SHEET.***