CITATION: Demetriou v. AIG Insurance Co. of Canada, 2019 ONSC 627
COURT FILE NO.: 1727/16
DATE: 2019-01-24

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
JAMES DEMETRIOU	)	Brian J.E. Brock, Q.C., and Jennifer Arduini, for the Plaintiff
Plaintiff	)	
– and –	)	
AIG INSURANCE COMPANY OF CANADA	)	Jesse R. Boyd, for the Defendant
Defendant	)	
	)	**HEARD:** November 20, 2019

REASONS FOR JUDGMENT

GRAY J.

[1] This is a motion for summary judgment by the plaintiff. He claims that a very valuable ring, worth approximately $550,000, was stolen from him during a trip to Punta Cana in the Dominican Republic in July, 2015.

[2] The defendant insurer ("AIG") defends the claim on two grounds, first, that the plaintiff has not proven that the theft occurred; and second, that he has not cooperated with the insurer in the investigation of the claim.

[3] Both parties claim judgment. In the alternative, the defendant submits that the issues can only be resolved after a trial.

[4] For the reasons that follow, I grant summary judgment in favour of the plaintiff.

Background

[5] The plaintiff, Mr. Demetriou, was, at the relevant times, the Director of Security for IBM Canada Limited. He is married to Trish Demetriou, who is a police officer with Peel Regional Police.

[6] On or about May 15, 2015, Mr. Demetriou's parents gave him an heirloom ring that had formerly been owned by Mr. Demetriou's maternal grandmother. Mr. Demetriou's parents gave him a formal certificate with the ring, that signified that the time had come to pass along a ring that had belonged to Mr. Demetriou's grandmother, and they gave it to him to treasure and cherish until he could pass it to one of his children.

[7] Mr. Demetriou did not tell his wife about the ring when he received it. He deposes, in his affidavit, that his wife and he sometimes receive generational transfers of wealth from their parents, and that they do not tell each other about gifts they receive from their parents. Thus, it was not unusual that he did not tell his wife about the ring when he received it.

[8] Mr. Demetriou had the ring appraised in the amount of $550,000. On or about July 15, 2015, the ring was added to one of his insurance policies with AIG on an all-risk basis. Coverage was provided consistent with the appraisal, plus HST, in a total amount of $581,951. The annual premium for this coverage was $10,011. Two policies were relevant: Policy 0004971061, and Policy 0002884371.

[9] Mr. Demetriou deposes that in late July, 2015, he went on vacation with his wife, his three children, his wife's cousin, and his parents to Punta Cana in the Dominican Republic. They stayed at the Bahia Principe Resort. His parents had told him that they wanted to memorialize the gift of the ring with a modest ceremony in the Dominican Republic.

[10] Mr. Demetriou deposes that on August 1, 2015 he met with his parents in the hotel lobby where they affirmed the cultural significance of the gift of the ring.

[11] Mr. Demetriou deposes that following the ceremony, at approximately 9:30 or 10:00 p.m., he went for a walk on the beach near the hotel, smoking a cigar.

[12] Mr. Demetriou deposes that while he was walking on the beach, he was approached by an assailant, who pulled out a knife and demanded that Mr. Demetriou take off his gold chain and give it to the assailant. Mr. Demetriou handed over the gold chain, which had the ring on it, after which the thief ran off down the beach.

[13] Mr. Demetriou deposes that after the theft, he returned to the hotel and reported the matter to the hotel receptionist, and attempted to report it to the local police without success. He says the hotel receptionist wrote down an email address on a piece of paper and told him to send a report of the incident to the email address which would then be forwarded to the hotel security.

[14] Mr. Demetriou deposes that the next day, August 2, 2015, he and his family were scheduled to return to Toronto. He reported the theft to a police officer at the airport and to a representative of the tour operator, but they were of no assistance.

[15] Upon returning home, Mr. Demetriou reported the incident to York Regional Police and to the Canadian Consulate in the Dominican Republic. He also reported the incident to Foreign Affairs, Trade and Development Canada on August 4, 2015. On August 5, 2015, he reported the incident via email to officials at the Bahia Principe Resort. He also spoke to a lawyer in the Dominican Republic and engaged an investigator in Canada to coordinate with the Dominican Republic authorities in order to confirm that a police report with respect to the theft existed.

[16] On or about August 4, 2015, Mr. Demetriou reported the theft of the ring to AIG through his insurance broker, Mark Steer.

[17] On or about August 20, 2015, Mr. Demetriou met with Michelle Gopie and Paul Chantler, the adjuster and investigator retained by AIG respectively. It was agreed, in writing, that the investigators had Mr. Demetriou's consent to obtain information that would otherwise be confidential, and that all information obtained would be recorded and retained in an insurance file.

[18] AIG, through Jack D'Ambrosio, a senior property adjuster with AIG, has filed material indicating that by August 20, 2015, AIG contemplated that litigation would be required to resolve the claim. This was not communicated to Mr. Demetriou.

[19] Subsequent to the meeting on August 20, 2015, Mr. Demetriou provided further particulars and documents as requested by AIG. A further interview was held on September 2, 2015 with Mr. Demetriou's father, Leo Demetriou, at Leo Demetriou's home in London, Ontario.

[20] On September 23, 2015, AIG reported the status of the claim to CGI Insurance Services, a collector and supplier of information to the insurance industry. AIG advised that nothing was owing on the claim, and that the claim file was closed. This was not communicated to Mr. Demetriou.

[21] Mr. Demetriou was asked to participate in an examination under oath by AIG on November 2, 2015, to which he agreed.

[22] On December 21, 2015, Mr. Demetriou's wife provided a sworn affidavit in which she deposed as to her complete and total lack of knowledge with respect to the robbery. AIG nevertheless requested an opportunity to examine Ms. Demetriou under oath. She submitted to an examination under oath on January 15, 2016.

[23] Formal proofs of loss were provided to AIG on January 4, 2016 and January 22, 2016. On April 15, 2016, a formal proof of loss was provided in relation to the gold chain that was stolen along with the ring. The amount of $10,000 was estimated as the value.

[24] On December 29, 2015, Leo Demetriou provided a sworn affidavit to AIG outlining the circumstances of the gift of the ring. AIG wished to conduct a further examination of Leo Demetriou under oath, and did so on February 12, 2016.

[25] AIG conducted another examination of Mr. Demetriou, the plaintiff, under oath, and it took place on February 12, 2016.

[26] On February 22, 2016, AIG, through its counsel, formally denied the claim on the basis that it had insufficient information to substantiate the claim. On February 24, 2016, AIG advised that it would not renew its insurance policies with Mr. Demetriou.

[27] The statement of claim in this matter was issued on June 7, 2016. The statement of defence was delivered on June 27, 2016.

[28] The plaintiff requested particulars, and specifically wanted to know whether AIG was taking the position that there was fraud on the part of the plaintiff. On September 1, 2016, a motion for particulars was heard by me. One of the grounds for the motion was based on the plaintiff's position that to the extent that fraud was being relied on, directly or indirectly, particulars were required.

[29] Rule 25.06(8) provides as follows:

> 25.06(8) Where fraud, misrepresentation, breach of trust, malice or intent is alleged, the pleading shall contain full particulars, but knowledge may be alleged as a fact without pleading the circumstances from which it is to be inferred.

[30] Paragraph 5 of the statement of defence reads as follows:

> 5. The defendant pleads and relies upon the provisions of the insurance policies issued by it to the plaintiff and his wife, including, but not limited to, any Declaration Page, Amended Declaration Page, and policy wordings, more particularly identified by policy numbers 0004971061 and 0002884371, hereinafter the "Policies".

[31] In my endorsement, I stated:

> Paragraph 5 of the statement of defence is apparently benign. However, hidden within that paragraph is an inchoate allegation of fraud. To the extent that the policy or policies contain exclusions for deliberate acts or fraud, plaintiff is entitled to know whether defendant is relying them, and if so, is entitled to particulars.

[32] I also determined that a number of other paragraphs in the statement of defence contained bald allegations with no material facts pleaded, and I ordered particulars of those.

[33] Policy 0004971061 contains the following exclusions:

21. Intentional Acts

We do not cover any loss caused by an act, whose consequences could have been foreseen by a reasonable person, committed:

a. By or at the direction of an **insured person**; and

b. With the intent to cause loss or damage.

22. Dishonest Acts

We do cover any loss caused by any dishonest or criminal act by, or at the direction, of you or an **insured person**.

[34] Policy 0002884371 contains the following exclusions:

F. Intentional Act

An Intentional act is one whose consequences could have been foreseen by a reasonable person.

We do not cover any loss caused by any intentional act committed:

1. By or at the direction of you or a **family member**; and

2.With the intent to cause loss.

G. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act(s) by or at the direction of you or any **family member**.

[35] No appeal was taken from my decision.

[36] By email dated September 9, 2016, counsel for AIG confirmed that AIG was not specifically relying on the exclusions, “but reserves its right to rely on these provisions should further information become available.” Counsel stated “Given that AIG is not relying on them based on current information, no particulars are required.”

[37] In an email dated November 3, 2016, counsel for AIG specified which provisions in the policies were being relied on. The provisions relating to intentional acts and dishonest acts were not mentioned.

[38] Mr. D’Ambrosio was examined for discovery on behalf of AIG on September 12, 2017. He made the following admissions:

a) That AIG has no objections to the proofs of loss delivered by Mr. Demetriou and that they comply with the terms of the insurance policies and the *Insurance Act;*

b) That Mr. Demetriou provided a statement to AIG with respect to the loss;

c) That Mr. Demetriou reported the theft to the hotel after it occurred;

d) That Mr. Demetriou attempted to report the theft to local police authorities and to a police officer at the local airport;

e) That upon his return home, Mr. Demetriou wrote an email to the hotel where he stayed to report the theft;

f) That Mr. Demetriou retained a security risk company to investigate the matter;

g) That police reports were prepared by the local police in the Dominican Republic and by the York Regional Police and that he reported the theft to the Canadian Consulate in the Dominican Republic;

h) That AIG is satisfied that Mr. Demetriou took steps to report this theft to police authorities as soon as possible as per the requirements of both the *Insurance Act* and the applicable insurance policies;

i) That, in providing all of the documentation that Mr. Demetriou provided to AIG following this loss, he was cooperating with AIG in their investigation into the claim;

j) That AIG accepted the ring as an object to be covered under the collections policy for the amount listed in the appraisal provided to AIG for the ring;

k) That AIG accepted the risk of insuring the ring at the value provided by Mr. Demetriou and his broker and that AIG charged a premium for it based on that valuation; and

l) That Mr. Demetriou's wife and father both attended examinations under oath at the request of AIG and that both of them tendered affidavits in relation to the claim.

[39] Mr. D'Ambrosio, on the examination for discovery, confirmed that AIG denied Mr. Demetriou's claim based on the fact that insufficient information was provided to substantiate the claim. When asked what more Mr. Demetriou could have done to substantiate the claim, Mr. D'Ambrosio testified that there were many questions that Mr. Demetriou refused to answer during his examination under oath, and that if Mr. Demetriou were away on vacation and lost something or was held up at gun point then maybe he would have advised his spouse. He suggested that telling his spouse proves that something possibly did happen.

[40] At the examination for discovery, AIG's counsel confirmed that AIG was not relying upon the exclusions for intentional acts or dishonest acts "at that point." Counsel also confirmed that AIG was not, "at that time", attempting to prove fraud.

[41] I note that at no time subsequent to the examination for discovery has AIG sought to rely on the exclusions or plead fraud.

[42] In an affidavit sworn March 8, 2018, evidence was referred to that apparently raises the possibility that a previous claim against Chubb Insurance was fraudulent. On March 14, 2018, AIG's counsel wrote to Mr. Demetriou's counsel referring to this earlier insurance claim and suggested that it was similar fact evidence on which AIG can rely.

[43] The substance of the earlier claim related to the apparent loss of Mr. Demetriou's wife's engagement ring, and a claim that was made to Chubb Insurance as a result.

[44] Subsequent to these allegations being made, Mr. Demetriou tendered evidence from his insurance broker to whom the loss of the engagement ring in New York was reported; the jeweller in New York City who sold the original engagement ring; and a priest who blessed the engagement ring after Mr. Demetriou lost the original one. Furthermore, he has produced evidence to demonstrate that the current engagement ring contains a completely different stone than the one that was in the original ring. The replacement ring has a considerably higher quality diamond than did the original ring.

[45] In a letter from AIG's counsel to Mr. Demetriou's counsel dated October 18, 2017, certain of the information provided at Mr. D'Ambrosio's examination for discovery was clarified. Counsel stated:

> AIG admits that it would be satisfied with the steps that Mr. Demetriou claims to have taken with respect to reporting the loss, but AIG does not admit that Mr. Demetriou actually took these steps. This will be for a trier of fact to determine once they have heard the totality of the evidence.

[46] Counsel also stated:

> With respect to question 312 of the examination for discovery of Jack D'Ambrosio we would also like to clarify the exchange on page 96. At lines 14

> through 19 Mr. Brock states that AIG's defence is that Mr. Demetriou did not cooperate. AIG's position is that due to Mr. Demetriou's failure to provide requested information/documentation, there is not enough information available to prove an insured event occurred on a balance of probabilities.

[47] In its responding material, AIG has filed a number of affidavits, namely, the affidavits of Michelle Gopie, Jack D'Ambrosio, Paul Chantler, and Daryl Wear. In substance, those affidavits outline the meetings and examinations under oath of Mr. Demetriou, his wife, Trish Demetriou, and his father, Leo Demetriou. Specifically, they outline a number of occasions on which Mr. Demetriou and his father declined to answer certain questions as being irrelevant, and delineate certain inconsistencies and suspicions arising from the answers given.

[48] I am persuaded that for the most part, the interviewees and deponents were as cooperative as possible and provided as much information as they could regarding the events in question. I am not convinced that the refusal to answer certain questions, even if they could be considered to be relevant, are sufficient to constitute a lack of cooperation such that it can be relied on to deny the claim. The suspicious circumstances raised in the affidavit material would certainly be relevant to whether or not the claim is fraudulent, if fraud were being relied upon.

Submissions

[49] Mr. Brock, counsel for the plaintiff, submits that judgment should issue in the full amount of the claim. Furthermore, counsel submits that the circumstances are such that aggravated and/or punitive damages should be awarded, and enhanced pre- and post-judgment interest should be awarded.

[50] Mr. Brock submits that the plaintiff has done everything reasonably required of him to support the validity of the claim. He promptly reported the claim to everyone to whom it conceivably should be reported. This includes the hotel, the local police in the Dominican Republic, the consular authorities, and the authorities in the Government of Canada. Written proofs of loss were submitted as well.

[51] Mr. Brock submits that the plaintiff and members of his family have provided everything requested of them, and they willingly submitted to examinations under oath. Any

refusals to provide information were few in number, and were quite justifiable. Even if they were not, they do not justify refusal of the claim.

[52] Mr. Brock submits that it is not open to AIG to advance a defence that the claim is fraudulent. Even though the defence is said to be an absence of proof that the incident occurred, in reality it is a claim that the event did not occur, and that Mr. Demetriou has made a dishonest and fraudulent act in pursuing the claim.

[53] Mr. Brock submits that such a position is untenable in view of the way the action progressed. AIG was specifically directed to provide particulars of any alleged fraud or deliberate act on the part of the plaintiff, and AIG specifically declined to place any reliance on such allegations or provide any particulars of fraud. Examinations for discovery and trial preparation proceeded on that basis, and it is simply too late for AIG to now maintain a position that amounts to an allegation of fraud when it specifically elected not to do so.

[54] Thus, Mr. Brock submits that judgment should issue for the full amount of the claim, namely, $581,950 for the ring, and $10,000 for the gold chain.

[55] Mr. Brock submits that on the facts of this case, an order for punitive damages would be appropriate. AIG decided that it would not pay the claim short of litigation by August 20, 2015. Furthermore, AIG reported that the file was closed on September 23, 2015, to CGI Insurance Services. AIG did not advise the plaintiff of this until February 22, 2016, when it formally denied the claim on the basis that it had insufficient information to substantiate the claim.

[56] In the meantime, notwithstanding it had decided to deny the claim and close the file, AIG continued to demand information and documents from Mr. Demetriou, and to demand that he, his wife and his father submit to examinations under oath.

[57] Mr. Brock submits that this discloses an egregious lack of good faith on the part of AIG, and he submits that a substantial amount should be awarded as punitive damages.

[58] Mr. Brock submits that if the insurance proceeds had been paid promptly, as they should have been, they could have been invested for a considerably greater return than the statutory rate of interest. In these circumstances, it would be appropriate to award both pre- and post-judgment interest at an enhanced rate.

[59] Mr. Boyd, counsel for AIG, submits that the action should be dismissed.

[60] Mr. Boyd submits that it is open to AIG to defend the action on the basis that it has not been proven that the alleged theft occurred. He submits that that is so notwithstanding that this might also support a finding of fraud. Counsel submits that the onus of proof is always on the plaintiff to establish the facts necessary to support a claim. It is not necessary for the insurer to specifically plead fraud in order to require the plaintiff to prove his case. Mr. Boyd specifically relies on *Hajgato v. Gibraltar General Insurance Co.*, 1984 CarswellOnt 1431 (Ont. Co. Ct.); and *Shakur v. Pilot Insurance Co.* (1990), 74 O.R. (2d) 673 (C.A.).

[61] Mr. Boyd submits that the plaintiff has simply not proven that the ring and chain were stolen as alleged. He submits that there are simply too many suspicious circumstances and inconsistencies in the versions related by the different witnesses to support a conclusion that the ring and chain were stolen. On a balance of probabilities, it is more likely that they were not stolen. Furthermore, it is likely more than coincidental that a similar insurance claim for another ring occurred rather shortly before this claim arose. The circumstances surrounding the obtaining of insurance, and the timing of it, are suspicious. It is also difficult to believe that Mr. Demetriou wanted to keep the ring a secret from his wife.

[62] Mr. Boyd, during argument, submitted that if it was actually necessary for AIG to plead fraud, AIG should now have an opportunity to amend its statement of defence to do so.

Analysis

[63] As noted, AIG places primary reliance on *Hajgato*, and *Shakur*, *supra*.

[64] In *Hajgato*, the plaintiffs claimed that jewellery and a camera had been stolen from a van in Florida.

[65] Mossop, Co. Ct. J., noted that the defence was in reality a denial that the theft ever occurred. In the final analysis, he held that having regard to all of the surrounding facts it was improbable that a theft had occurred. At para. 19, he stated: "After scrutinizing the evidence adduced by the defendants with great care, I am forced to conclude that the plaintiffs have not established on the balance of probabilities that the jewellery was stolen and their actions must fail."

[66] In *Shakur*, the plaintiff asserted that she had been robbed while walking in the street after removing all of her jewellery from a bank safety deposit box. The trial judge concluded that the insurer had not proven that a robbery did not occur. At para. 30, Griffiths J.A., for the Court of Appeal, stated that the burden of proof rests on the insured to establish a right to recover under the terms of the policy. He stated "That the appellant, in denying the allegation of theft, impliedly alleged that the respondent was fraudulent in putting forward the claim in no way shifted the basic burden of proof resting on the respondent." Since the trial judge had applied the wrong standard of proof, the Court of Appeal ordered a new trial.

[67] In my view, these cases are clearly distinguishable from the one before me. In the case before me, the insurer has expressly disclaimed any reliance on fraud or deliberate acts.

[68] In the order I made on September 1, 2016, AIG was ordered to specify whether it was relying on the exclusions in the policies relating to dishonest acts and deliberate acts, and AIG specifically stated that it was not relying on them, and declined to provide any particulars of fraud.

[69] Having regard to the position of AIG, the plaintiff has conducted the litigation based on the position that no fraud was being alleged.

[70] In these circumstances, it is not now open to AIG to conduct the case as if it had actually made an allegation of fraud when it specifically disclaimed such a position. Indeed, in terms of the position of AIG that the event had not been proven, its position was confirmed in the letter from its counsel dated October 18, 2017, as follows:

> AIG's position is that due to Mr. Demetriou's failure to provide requested information/documentation, there is not enough information available to prove that an insured event occurred on a balance of probabilities."

[71] The only remaining question is whether the plaintiff has failed to sufficiently cooperate or provide sufficient information and documentation. Based on the entire record, I am persuaded that Mr. Demetriou has complied with his obligations.

[72] Mr. Demetriou has provided extensive information as requested. He has met with the insurer for a lengthy interview. He has submitted to an examination under oath on two occasions. His father and his wife have submitted to examinations under oath. Mr. D'Ambrosio, at the examination for discovery, has deposed that generally the information that was provided is satisfactory.

[73] While there are some discrepancies and inconsistencies in the different versions of events related by different witnesses, this is to be expected, and indeed it would be unusual if any version of events as related was perfect. While there are clearly some suspicious circumstances, they have been adequately explained by Mr. Demetriou and his family members. In any event, they would only be relevant if fraud were being relied upon, but it is not.

[74] In the final analysis, I am persuaded that Mr. Demetriou has complied with the terms of the relevant policies, and is entitled to payment.

[75] As noted earlier, AIG's counsel made a belated request during argument that AIG now be allowed to plead fraud. In my view, it is far too late for that.

[76] While, pursuant to Rule 26.01, the court is to grant leave to amend at any stage of an action, there comes a point where prejudice is presumed, and amendments will not be allowed: *1588444 Ontario Ltd. v. State Farm Fire and Casualty Co.*, 2017 ONCA 42, 135 O.R. (3d) 681; and *Family Delicatessen Ltd. v. London (City)*, [2006] O.J. No.669 (C.A.).

[77] In *Family Delicatessen*, the court, in its endorsement, stated at para. 6:

> While delay is not in and of itself a basis for refusing an amendment, there must come a point where the delay is so long and the justification so inadequate that some prejudice to the defendants will be presumed absent a demonstration by the

> party seeking the amendment that there is in fact no prejudice despite the lengthy and unexplained delay.

[78] In *1588444 Ontario Ltd.*, Hourigan J.A., at para. 36, referred to the *Family Delicatessen* case as "the seminal case in Ontario considering the concept of presumed prejudice in the context of a Rule 26.01 motion".

[79] In the case before me, putting aside the fact that there is no actual motion before me to amend the statement of defence, the case has been conducted to date on the basis that there is no allegation of fraud notwithstanding an order of the court that required AIG to allege fraud and it declined to do so. Examinations for discovery have been conducted on that basis, and the action has been readied for trial or a summary judgment motion on that basis. It is simply too late to reverse course now.

[80] For these reasons, judgment will issue in the amount of $581,950, inclusive of HST, in relation to the theft of the ring.

[81] During his examination under oath, Mr. Demetriou advised that the value of the gold chain was between $3,000 and $4,000. In his proof of loss for the chain, he claimed $10,000.

[82] I award the sum of $4,000 for the chain.

[83] I think the circumstances are such that an award of punitive damages is appropriate.

[84] Without advising the plaintiff, AIG decided that litigation would be required before the claim would be paid, on August 20, 2015. It confirmed to CGI that the file was closed on September 15, 2015, once again without advising the plaintiff.

[85] Notwithstanding that it decided that litigation was in order, AIG continued to demand further information and documents, and insisted on examinations under oath of the plaintiff, his father and his wife, and only advised the plaintiff that the claim was denied on February 16, 2016, after which the litigation was commenced.

[86] In my view, the conduct of the defendant can only be construed as being designed to put the plaintiff through his paces even after it had decided to deny the claim, and was with a

view to setting up its case for litigation. Furthermore, the defendant has attempted to surreptitiously put forward a case of fraud, even though it had disclaimed any reliance on fraud.

[87] I recognize that in *Whiten v. Pilot Insurance Co.*, 2002 SCC 18, [2002] 1 S.C.R. 595, the Supreme Court of Canada set out a high test for the awarding of punitive damages. At para. 36, Binnie J. stated that punitive damages are awarded in exceptional cases for "malicious, oppressive and high-handed" misconduct that "offends the court's sense of decency." In my view, that standard has been met. AIG decided at a very early stage that it would not pay the claim. Notwithstanding, it continued to hold out the prospect that the claim could be paid if Mr. Demetriou and members of his family continued to provide material and submit to examinations under oath. In fact, it had no intention of paying the claim, and it did not have the decency to say so. Furthermore, when ordered to specify whether it was relying on fraud it said no, even though it had every intention of doing so. Collectively, these actions offend the court's sense of decency.

[88] I think the amount of $50,000 is a sufficient amount to punish the defendant for its conduct, and I so award.

[89] I am not persuaded that the statutory interest rates for pre- and post-judgment interest should be altered. I order that pre-judgment interest at the statutory rate should be awarded from the date the claim was submitted to AIG to the date of judgment.

[90] I invite the parties to file written submissions with respect to costs, not to exceed five pages, together with a costs outline and any relevant offers to settle. Mr. Brock shall have five days and Mr. Boyd shall have five days to respond. Mr. Brock shall have three days to reply.

Gray J.

Released: January 24, 2019

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JAMES DEMETRIOU

Plaintiff

– and –

AIG INSURANCE COMPANY OF CANADA

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REASONS FOR JUDGMENT

Gray J.

Released: January 24, 2019