

[3] The Defendant Intact submits that the Plaintiff's claim is contractually barred pursuant to the terms and conditions of the full and final releases they executed with respect to the subject matter of the claim.

[4] In the alternative, the Defendant Intact submits that the Plaintiff's claim is statute-barred pursuant to the one year limitation period of the policy, or in the alternative, s. 4 of the *Limitations Act, 2002*, S.O. 2002, c. 24 Sched. B.

[5] This action arises out of a water loss claim that occurred on February 16, 2021.

[6] Intact retained Onside Restoration to complete the remedial work at the property to restore it to its pre-loss condition. Onside did some of the work. The Plaintiff retained the Defendant Brian Wilson to do further work after accepting a cash out from Intact with respect to that work.

[7] The Plaintiff, who is self-represented, commenced this action on June 6, 2023. The nature of the claim is somewhat ambiguous. I have reproduced it in its entirety (excluding attachments):

1. The plaintiff claims: Reimbursement for damages during insurance claims and loss income, plus pain and suffering for living in an safe unliveable residence at 297 Cyr Avenue with no water, electricity, no kitchen, no bathrooms. Unsafe floors. Nothing completed left to repair my house on my own.
2. The businesses and individuals have destroyed my home during an insurance claim, a vendor of the insurance company and the contractor hired to complete the repairs.
3. Lost gainful employment of \$73000 annually as I had to resign to take on the construction of my house
4. My parents and I have now had to take out 2 second mortgages, 115000 and 80000 and one 3rd mortgage 45000 in order to pay for materials, my bills (mortgage, hydro, gas, my debt which if employed I would have been able to maintain. The value of my home was 700000.

5. These businesses forced me to move into a house that was gutted. No bathroom, kitchen, floors, drywall and a hole in my roof.
6. In 2020 I was diagnosed manic depression, going through this has caused so much trauma to mental state of mind.
7. By the hands of these businesses what I've worked so hard for from 2016 - 2020 to be financially free and have a successful real estate business was destroyed.
8. Brian Wilson Took off with 34000S, and didn't complete the job. Complete was 38000 bill.
9. Intact Insurance did not provide me enough to repair the damage done by the hands their trusted vendor offered no help. I sent a walk through video of the house begging them to help, they refused

[8] While at least a portion of the action appears to relate to the sufficiency of the coverage, other aspects of it concern damage done by the contractor provided by Intact. As will be seen below, this fact is important in assessing the Defendant Intact's claim for summary judgment.

[9] There were two releases signed by the Plaintiff. They contain the same wording. They apply to "any action, or claim for damages specified above where the injury, or as the case may be, the damage, **has been sustained as a result of : Water damages** which occurred on or about: **February 16, 2021**" [emphasis added].

[10] On the plain wording of the releases, they relate only to damage or injury **sustained by water** on February 16, 2021. They do not apply to the alleged damage incurred by Intact's contractor Onside. If the Defendant Intact wished the releases to have a wider scope, they could have used different wording.

[11] The same issue arises with respect to the limitations clause in the policy. It states:

Every action or proceeding against the insurer for **the recovery of any claim under or by virtue of this contract** is absolutely barred unless commenced within one year next after the loss or damage occurs [emphasis added].

[12] At least a portion of the Plaintiff's action does not relate to a "recovery of any claim under or virtue" of the policy. It does not seek to recovery based on coverage of the policy. It seeks to redress alleged damage done by a third party retained by Intact.

[13] The exact date of the Plaintiff's discovery of damage resulting from Onside's work is somewhat unclear. On December 23, 2021, the Plaintiff reported to Intact that Onside had not adequately removed all of the asbestos from the Property and that Mr. Wilson had to remove additional asbestos for which the Plaintiff was required to pay an increased cost. The Defendant has led no evidence that the Plaintiff became aware earlier than this, much less that the Plaintiff knew as early as June 6, 2021.

[14] Ultimately, while some aspects of this action are almost certainly covered by the releases or barred for limitations reasons, others are not. As a result, the Defendant's involvement in this case would not be fully resolved by summary judgment in its favour.

[15] Partial summary judgment motions should be a rare procedure that are reserved for an issue or issues that may be readily bifurcated from those in the main action and may be dealt with expeditiously and in a cost effective manner. In my view, this is not such a rare case. Even if the Defendant Intact is partially successful, it will still need to remain part of the litigation. There is no cost savings nor any increased sufficiency in having a portion of the Plaintiff's claim dealt with summarily. As a result, I conclude that it would be more appropriate to have all issues dealt with together at trial.

Ian Carter

Justice I. Carter

CITATION: St. Denis v. Intact Insurance, 2025 ONSC 5416
COURT FILE NO.: CV-23-92332
DATE: 2025/09/23

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

Conrad St. Denis

Plaintiff

– and –

Intact Insurance Company-Onside Restoration

– and –

Brian Wilson

Defendants

**REASONS FOR DECISION ON SUMMARY
JUDGMENT MOTION**

Carter J.

Released: September 23, 2025