

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Bruce v. Economical Insurance*,
2026 BCSC 256

Date: 20260217
Docket: S245846
Registry: New Westminster

Between:

Eugenie Bruce, Bruce Brereton and Karen Brereton

Plaintiffs

And:

**Economical Insurance, Family Insurance Solutions Inc., Definity Insurance
Company, Papa Plumbing Heating and Drainage Ltd., Kawaljit Singh Kochar,
Premium Restoration Ltd., and Fabio Infanti**

Defendants

And:

Premium Restoration Ltd. and Papa Plumbing Heating and Drainage Ltd.

Third Parties

Before: The Honourable Madam Justice Forth

Reasons for Judgment

The Plaintiff, appearing in person:

B. Brereton

Counsel for the Defendants Economical
Insurance, Family Insurance Solutions Inc.
and Definity Insurance Company:

D. Volpatti

No other appearances

Place and Date of Hearing:

New Westminster, B.C.
February 4, 2026

Place and Date of Judgment:

New Westminster, B.C.
February 17, 2026

Introduction

[1] On September 7, 2020, the plaintiffs experienced a fire caused by their 2001 Honda Odessey in the carport of their home located on Pitt River Road in Port Coquitlam, British Columbia.

[2] A claim was made against their homeowner’s insurance.

[3] The claim was not resolved and as a result, the plaintiffs filed a notice of civil claim on September 7, 2022, suing three insurance companies: Economical Insurance, Family Insurance Solutions Inc., and Definity Insurance Company (the “Insurance Defendants”), and some of the companies and individuals involved in repairing the damage (the “Claim”). In the notice of civil claim, the email address for service for the plaintiffs is: BRUCEYB@TELUS.NET.

[4] The plaintiffs claim that as a result of work performed on their home, they suffered carbon monoxide poisoning. In the Claim, the plaintiffs advance a claim for \$66,000 for damages caused by the fire and \$35,000 each for carbon monoxide poisoning.

[5] The responses to civil claims were filed by the various defendants in September and October 2022.

[6] In the response of the Insurance Defendants, it set out that various payments were made to the plaintiffs for \$9,840.59 for the main dwelling, \$22,519.79 for additional living expenses under the policy, which included the cost to replace the external gas valve for the boiler.

Nature of Order Sought

[7] The notice of application filed by the plaintiffs on September 17, 2025 sought the following relief:

The defendants Order and actions to be dismissed for events preventing us to succeed in our court case, prior to, during and after our Order of Associate with Judge Neilson on December 14, 2023 to Settle our Claim.

[8] It was challenging to understand what relief the plaintiffs were seeking, but it is my understanding that they are seeking to have the Claim reinstated since it was struck on June 25, 2024 by order of Justice Verhoeven.

Procedural History

[9] There was an amended notice of civil claim filed on November 17, 2022, removing Kathryn Lee, Nick Bainbridge and Crawford and Company as defendants. The remaining defendants filed amended responses in November 2022.

[10] On October 11, 2023, counsel for the Insurance Defendants filed a notice of case planning conference setting it down for December 14, 2023.

[11] In Mr. Brereton’s submissions before me, he indicated that there was a settlement conference that took place on that date. That is incorrect.

[12] On December 14, 2023, the plaintiffs Eugenie Bruce and Bruce Brereton, who were acting on their own behalf, along with counsel for the various defendants, appeared before Associate Judge Nielson at the case planning conference. Associate Judge Nielson made orders that included that the parties exchange lists of documents no later than January 31, 2024 and that the parties make their best efforts to schedule a mediation in the first half of 2024 (“Case Plan Order”). The Case Plan Order was entered on December 28, 2023. The entered order was to be sent to Mr. Brereton forthwith.

[13] The Insurance Defendants and the other defendants provided their lists of documents in compliance with the Case Plan Order. The plaintiffs did not provide a list of documents in accordance with the Case Plan Order

[14] As a result of this failure, the Insurance Defendants filed a notice of application on March 14, 2024, returnable on March 28, 2024, seeking that the plaintiffs’ action against them be dismissed for failure to comply with the Case Plan Order pursuant to Rule 22-7 of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 [*Rules*] (the “Strike Application”).

[15] In the Strike Application and in the affidavit #1 of Sandy Huang made on March 13, 2024 and filed March 14, 2024, the following information is provided:

- On January 2, 2024, counsel for the Insurance Defendants wrote a letter to the plaintiffs providing an entered copy of the Case Plan Order; the letter was sent to the bruceyb@telus.net address.
- On January 11, 2024, the Insurance Defendants produced their list of documents.
- On January 23, 2024, the defendant Premium Restoration Ltd. produced its list of documents.
- On February 1, 2024, counsel for the Insurance Defendants wrote a letter to the plaintiffs reiterating their request that they comply with the Case Plan Order. The letter was sent to the bruceyb@telus.net address.

[16] On March 28, 2024, the Insurance Defendants appeared on the Strike Application in chambers. The Strike Application was adjourned on the basis that Justice Lamb was not satisfied that enough efforts had been made to contact the plaintiffs. Justice Lamb adjourned the application but advised that the defendants could reapply in sixty days if the plaintiffs had not produced the documentation. The plaintiffs were not present at the hearing.

[17] Mr. Brereton claims that his email address bruceyb@telus.net was compromised and he was not able to get his emails. He claims as a result he did not receive the correspondence from counsel for the Insurance Defendants setting down the Case Plan Conference. He claims he did not receive notice of the Case Plan Conference and that is why he did not attend.

[18] On March 28, 2024, Mr. Brereton contacted counsel for the defendants using the email address of pricesmartone@gmail.com. He states that any delays were due to “recent medical reasons.” He advises that complete documentation would be provided and sent on Tuesday, April 5, 2024. This did not happen.

[19] On April 5, 2024, counsel for the Insurance Defendants sent an email to the following email address: pricesmartone@gmail.com requesting that the complete documentation be provided as soon as possible.

[20] On April 8, 2024, Mr. Brereton responded advising that he would produce the documents by the end of this week stating: “Doctors orders... from being ill.”

[21] On April 19, 2025, counsel for the Insurance Defendants followed up respecting the production of documents.

[22] On April 21, 2024, Mr. Brereton advised there was additional evidence to add and that the documents would be provided by the end of the week.

[23] On April 29, 2024, Mr. Brereton advised that the final documents would be “registered by Wednesday” and they would be received by Thursday.

[24] On May 3 and May 7, 2024, counsel for the Insurance Defendants sent emails to Mr. Brereton noting that their office had not received the documentation and asking when they would receive it.

[25] On May 17, 2024, counsel for the Insurance Defendants sent a letter to Mr. Brereton at his two known email addresses advising that as a result of the failure of the plaintiffs to comply with the Case Plan Order, if the documents were not received by May 31, 2024, they would be resetting the Strike Application. The letter was clear that the remedy being sought would be to strike the plaintiffs’ Claim.

[26] The plaintiffs did not provide the documentation.

[27] On June 6, 2024, the Insurance Defendants filed a requisition setting down the Strike Application for June 25, 2024.

[28] Mr. Brereton confirmed that he had received the Strike Application and knew that it was scheduled for June 26, 2024.

[29] On June 25, 2024, Justice Verhoeven struck the Claim against the Insurance Defendants for failure to comply with the Case Plan Order (“Dismissal Order”). The plaintiffs did not attend at this hearing. As noted in the preamble, in the Dismissal Order the judge found that the plaintiffs had been duly served.

[30] On June 26, 2024, the Insurance Defendants served the Dismissal Order on the plaintiffs, sending it to the two email addresses. There was no appeal filed from the Dismissal Order.

[31] On August 8, 2024, the defendant and third party, Papa Plumbing Heating and Drainage Ltd., and the defendant Kawaljit Singh Kochar, appeared and obtained an order from Justice Hamilton to strike the claims against these defendants for failure of the plaintiffs to comply with the Case Plan Order.

[32] On September 17, 2025, the plaintiffs filed a without-notice application setting the matter for hearing on September 19, 2025.

[33] On September 19, 2025, the plaintiffs’ application came on for hearing and was adjourned. At some point in time, the plaintiffs’ application was served and the Insurance Defendants filed an application response on December 10, 2025.

Legal Principles

[34] Rule 13-1(17) of the *Rules* allows the following:

Correction of orders

(17) The court may at any time correct a clerical mistake in an order or an error arising in an order from an accidental slip or omission, or may amend an order to provide for any matter that should have been but was not adjudicated on.

[35] Under Rule 8-5(8) of the *Rules*, a court may change or set aside the order if no notice was given.

[36] The time limit for filing an appeal is set out in the *Court of Appeal Rules*, B.C. Reg. 120/2022 in s. 6(2) which provides:

6 (2) The time limit for filing and serving a notice of appeal of an order is the following:

(a) unless paragraph (b) applies, not more than 30 days after the order is pronounced;

(b) if another enactment specifies a time limit within which the appeal must be commenced, that time limit.

Analysis

[37] There was no error or mistake made in the Dismissal Order and the plaintiffs received notice that the Strike Application was proceeding. As such, Rule 13-1(17) does not apply.

[38] The plaintiffs were given notice of the Strike Application and explicitly told by counsel for the Insurance Defendants of what they would be seeking at the hearing of the Strike Application. As such, Rule 8-5(8) does not apply.

[39] The judge hearing the Strike Application exercised his discretion to strike the plaintiffs' pleadings. The remedy that the plaintiffs had would have been to file an appeal of the Dismissal Order. They have not done so.

[40] The only explanation given by Mr. Brereton for his failure to attend the June 25, 2024 hearing was that he was incapable of attending due to a medical condition. He initially claimed that there were medical records set out in his affidavit in support of setting aside the Dismissal Order. Upon my reviewing his affidavit #1 sworn and filed on September 17, 2025, I pointed out to Mr. Brereton that there were no medical records attached as exhibits. The only statement relating to his medical condition was at paragraph 28, which states:

28. During the Settlement Conference I became ill and was partly parallelized on the right side of my body and since have been recovering. My mother Eugenie Bruce is a Senior citizen and has her own medical issue that would prevent her from continuing our claims on her own.

[41] It is my understanding when Mr. Brereton refers to the Settlement Conference he is referring to the date of when the case planning conference took place which was December 14, 2023.

[42] The date that is in issue is June 24, 2024 when the plaintiffs did not attend to the Strike Application.

[43] After the lunch break, Mr. Brereton handed up a document that he had requested from his family doctor. Although this evidence was not properly before me, I reviewed the document. It is titled “Medical Certificate” and is dated February 4, 2026. It states:

Certificate written 04 Feb 2026

This is to certify that **BRUCE D BRERETON** was diagnosed with Bell’s palsy in April 2024. He had facial nerve paralysis with right sided facial weakness due to his illness.

He had significant mental distress and limitations communicating and corresponding during this time.

His facial weakness slowly improved over the next 6 months until October 2024.

He was also diagnosed with Atrial Fibrillation in September 2024, for which he remains on medication lifelong.

[44] I note that prior to the hearing on June 24, 2024, Mr. Brereton had several email exchanges with counsel for the Insurance Defendants. He did not advise them of any serious medical condition he was suffering from. He did not advise them that due to this medical condition he would not be available to attend on June 24, 2024. He did not take any steps to address the fact that a Strike Application was scheduled. He did not make arrangements for someone else to attend to seek an adjournment if he was physically incapable of attending. He did not seek to phone in to advise that he was medically incapacitated.

[45] It was not clear in the plaintiffs’ notice of application on what ground they were seeking to have the Dismissal Order set aside and the Claim reinstated. I am not persuaded that there is any basis for setting aside the Dismissal Order and reinstating the Claim.

Orders

[46] The following orders are made:

1. The plaintiffs' application filed September 17, 2025 is dismissed.
2. The Insurance Defendants are entitled to their costs at scale B.
3. The signature of Bruce Brereton on the form of the order is dispensed with.

[47] Counsel for the Insurance Defendants shall email the filed order to Mr. Brereton's email address of pricesmartone@gmail.com.

"Forth J."