

# Court of King's Bench of Alberta

**Citation: Sniper Pressure Services Ltd v Northbridge General Insurance Company, 2026  
ABKB 194**

**Date:** 20260313  
**Docket:** 2203 03354  
**Registry:** Edmonton

Between:

**Sniper Pressure Services Ltd**

Plaintiff/Respondent

- and -

**Northbridge General Insurance Company**

Defendant/Applicant

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**Reasons for Decision  
of the  
Honourable Justice Kelsey L. Becker Brookes**

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## **I. Background**

[1] On March 3, 2022, Sniper filed a Statement of Claim in Action No. 2203 03354 against Northbridge, seeking \$650,000 in damages.

[2] The facts leading to the claim can be summarized as follows. Sniper was the owner of land and a commercial building located in Woodlands County. The property experienced two roof collapses, the first occurring on March 4, 2020, and the second on January 17, 2022. Sniper maintained insurance coverage with Northbridge for both incidents.

[3] Following the initial roof collapse, Sniper initiated legal proceedings against the alleged tortfeasors seeking \$5,000,000 in damages. Northbridge indemnified Sniper in the amount of approximately \$2,000,000 and commenced subrogated actions against the alleged tortfeasors to

recover its losses. In this Action, Sniper has sued Northbridge, seeking \$650,000 claimed to be owing under its insurance policy.

[4] By way of email on June 9, 2022, Northbridge served on Sniper a Request for Particulars, seeking particulars on the partial payments made to Sniper by Northbridge, the specific amounts and items Northbridge has refused or failed to pay under the insurance policy and detailed particulars of losses and damages that remain unresolved under the policy as claimed by Sniper. On April 4, 2023, Northbridge applied to the Court for an order requiring Sniper to provide the particulars. Pursuant to the Case Management Order, dated November 17, 2025, Northbridge had to file its Statement of Defence by December 1, 2025, which it did on November 26, 2025.

## **II. Issue**

[5] The issue is whether the Court should exercise its discretion to order Sniper to provide Northbridge with further particulars of its claim against Northbridge, as if so, to what extent.

## **III. Parties' Positions**

[6] Northbridge contends that the Statement of Claim, particularly paragraphs 10, 12, 14, and 15, is vague and lacks sufficient detail regarding the alleged breach of contract. Northbridge asserts that particulars are needed to clarify the specific breaches and amounts claimed, not to obtain Sniper's evidence or damage calculations. The aim is to define the issues in dispute, streamline discovery, avoid unnecessary trial surprises, and reduce litigation costs.

[7] Sniper argues that Northbridge's request seeks evidence, which is inappropriate at the pleadings stage. Sniper maintains it has already provided the required categories and estimated damages, and that further financial details are unnecessary until questioning. With pleadings now closed, Sniper asserts the bar for ordering particulars is higher and notes that Northbridge failed to file the usual supporting affidavit, which is required unless the pleadings are clearly deficient.

## **IV. Law**

[8] A request for particulars is governed by *Rule 3.61 of the Alberta Rules of Court*, which provides as follows:

### Request for particulars

3.61(1) A party on whom a pleading is served may serve on the party who served the pleading a request for particulars about anything in the pleading.

(2) If the requesting party does not receive a sufficient response within 10 days after the date on which the request is served, the requesting party may apply to the Court for an order requiring the party who served the pleading to provide the particulars.

(3) If the Court orders particulars to be provided, it must specify a time within which the order is to be complied with.

(4) Subject to any order, despite a request for particulars, the obligation under these rules to file and serve pleadings continues even though a request for particulars has been made and whether or not it has been complied with.

## V. Analysis

[9] A party is entitled to know the case that is intended to be made against it at trial. Particulars help ensure that litigation is conducted fairly, openly, and without surprise. Particulars also help to narrow the scope of the issues to be decided, guide the discovery process, and help to streamline the litigation process: *Alberta v Altria Group, Inc.*, 2015 ABQB 390 [*Altria*] at para 14.

[10] Generally, an application for particulars should be accompanied by an affidavit disclosing the applicant's need for particulars. Northbridge did not file a substantive affidavit in support of its application in this case.

[11] Therefore, to show particulars are required, Northbridge must show the Statement of Claim is defective on its face and that "the allegations are so general and so vague that the need for particulars is evident": *Oceatain Investments Ltd v Canadian Commercial Bank* (1983), 51 AR 364 (ABQB) at para 8; *Altria* at para 17.

[12] An order for particulars is at the Court's discretion, with no strict rules on how detailed they must be. The decision depends on what is reasonable and fair, and whether the allegations are too vague to proceed without further detail.

[13] Pleadings must state the facts on which a party relies, but not the evidence by which those facts are to be proven. A Statement of Claim must include the type of damages claimed and, to the extent known, the amount of general and special damages claimed.

[14] In this case, the Statement of Claim alleges Northbridge, despite the occurrence of an insured event, has failed to make full payment of all losses or damages arising out of the loss covered by the insurance policy which Northbridge is required to pay Sniper under the terms of the insurance. Sniper claims to have suffered losses and damages to the building (\$2,350,000), business interruption (\$300,000), loss of business personal property (\$200,000), debris removal and manipulation (\$100,000), and professional fees (\$50,000). Sniper acknowledges Northbridge has made partial payment of \$1,986,000. Sniper claims judgment against Northbridge for amounts still owing under the insurance policy of \$650,000.

[15] In my view, the Statement of Claim adequately sets out the nature of Sniper's claim and is sufficiently detailed to allow Northbridge to frame a proper defence. Yes, Sniper has used round numbers. Yes, the numbers are estimates. But the basis for Sniper's claim is clear; that despite the existence of an insurance policy which covered the insured event, and partial payment by Northbridge, Northbridge has refused or neglected to pay amounts still owing under the insurance policy.

[16] The allegations are not sufficiently general or vague on their face to necessitate the provision of additional particulars.

[17] Northbridge does not need to know which clauses of the insurance policy Sniper relies on for entitlement to payment under the insurance policy, or the exceptions or exclusions Northbridge relied upon to deny coverage, to defend the claim. Sniper may not know on what basis Northbridge has denied coverage. Northbridge would know that. Sniper may not know how Northbridge calculated its partial payment. Northbridge would know that as well.

[18] The Statement of Claim discloses sufficient material facts for Northbridge to understand the case to meet and formulate a defence.

[19] The issues in dispute are sufficiently identified to enable the parties to determine materiality and relevancy for the purpose of discovery, both documentary and oral. Through questioning, Northbridge will be able to ascertain the knowledge and evidence held by Sniper, and to evaluate how effectively Sniper's evidence substantiates its claim.

[20] Northbridge's application for particulars is dismissed.

[21] If the parties cannot agree on costs, they can provide written submissions no longer than three pages, excluding attachments, within 30 days of this decision.

Heard on the 23<sup>rd</sup> day of February, 2026.

**Dated** at the City of Edmonton, Alberta this 13<sup>th</sup> day of March, 2026.

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**Kelsey L. Becker Brookes**  
**J.C.K.B.A.**

**Appearances:**

Ken Haluschak  
Bryan & Company LLP  
for the Plaintiff/Respondent

Glenn Epp  
Thompson, Laboucan & Epp LLP  
for the Defendant/Applicant