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	March 25, 2022 25 mars 2022	
Heather Michaud		
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Court File No.

FEDERAL COURT

B E T W E E N :

DELTRO ELECTRIC LTD.

Plaintiff

- and -

**CONTINENTAL CASUALTY COMPANY carrying on business as CNA CANADA,
JONES DESLAURIERS INSURANCE MANAGEMENT INC. / GESTION
D'ASSURANCES JONES DESLAURIERS INC. and JONES DESLAURIERS &
FIRMAN INSURANCE BROKERS LTD.**

Defendants

STATEMENT OF CLAIM

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiff's solicitor or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you

in your absence and without further notice to you.

Date:

Issued By: **Registry Office**

Address of Local Office: **180 Queen Street West
Suite 200
Toronto, Ontario
M5V 3L6**

TO: CONTINENTAL CASUALTY COMPANY c.o.b. CNA CANADA
250 Yonge Street, Suite 1500
Toronto, Ontario, M5B 2L7

66 Wellington Street West, Suite 3700
Toronto, Ontario, M5K 1E9

**AND TO: JONES DESLAURIERS INSURANCE MANAGEMENT INC. / GESTION
D'ASSURANCES JONES DESLAURIERS INC.**
2150 Islington Avenue, Suite 400
Toronto, Ontario, M9P 3V4

AND TO: JONES DESLAURIERS & FIRMAN INSURANCE BROKERS LTD.
833 The Queensway, Suite 200
Toronto, Ontario, M8Z 5Z1

CLAIM

1. The plaintiff, Deltro Electric Ltd., claims:

(a) against the defendant, Continental Casualty Company:

- (i) damages in the amount of fifteen million dollars (\$15,000,000), or in such other amount to be determined, with respect to damaged and/or lost cargo pursuant to insurance policy number 274943215;
- (ii) an order granting relief from forfeiture under the Policy (as herein described), if required;
- (iii) prejudgment and post judgment interest;
- (iv) the costs of this proceeding, plus applicable taxes; and
- (v) such further and other relief as to this Honourable Court may seem just.

(b) against the defendants, Jones Deslauriers Insurance Management Inc. / Gestion D'Assurances Jones Deslauriers and Jones Deslauriers & Firman Insurance Brokers Ltd.:

- (i) damages in the amount of fifteen million dollars (\$15,000,000), or in such other amount to be determined for breach of contract and/or negligence;
- (ii) prejudgment and post-judgment interest;
- (iii) the costs of this proceeding, plus applicable taxes; and
- (iv) such further and other relief as to this Honourable Court may seem just.

The Parties

2. The plaintiff, Deltro Electric Ltd. (“**Deltro**”), is a company incorporated under the laws of the Province of Ontario and carries on business as an electrical contracting company.

3. The defendant, Canada Casualty Company (also carrying on business as CNA Canada) (“**CCC**”) is an insurance company licensed to transact insurance business in Canada.

4. The defendants, Jones Deslauriers Insurance Management Inc. and Jones Deslauriers & Firman Insurance Brokers Ltd. (collectively, “**JDIM**”), are companies incorporated under the laws of the Province of Ontario and operate as a commercial insurance brokerage.

The Policy

5. Deltro retained JDIM as its insurance broker and agent to obtain insurance respecting the shipment of solar panel manufacturing equipment (the “**Equipment**”) from the United States to the port at Bridgetown, Barbados.

6. CCC insured the Equipment in accordance with the terms of an insurance policy bearing policy number 274943215 (the “**Policy**”) obtained by JDIM on behalf of Deltro. The insured value of the Equipment under the Policy is \$15,000,000 and lists CCC as the insurer and Deltro as the insured.

7. The Policy covers all risks of loss of or damage to the Equipment in accordance with its terms.

The Loss

8. In or around September 2015, the Equipment arrived at the port in Bridgetown, Barbados by commercial shipping carrier. The Equipment arrived damaged to the port, where it has remained since its arrival.

9. In accordance with the terms of the Policy, Deltro notified its insurance broker, JDIM, of the damage and submitted a claim for compensation under the Policy.

10. Deltro states that the defendants have failed to conduct a diligent inspection of the damage to the Equipment and have failed to properly investigate its claim under the Policy. Accordingly, the extent of the damage to the Equipment is presently unknown to Deltro.

11. Deltro states that CCC is obligated to investigate its claim in good faith and pay the full value of Deltro's losses.

12. CCC has failed or neglected to investigate Deltro's claim and/or to indemnify Deltro for its losses under the Policy. CCC denied further involvement and/or coverage under the Policy in or around December of 2020.

13. Deltro further states that JDIM owed a duty of care to Deltro to diligently investigate, evaluate, monitor and advance Deltro's claim under the Policy and that it has breached that duty of care.

14. Deltro pleads that as a result of JDIM's negligence in carrying out its duties as its insurance broker and agent, Deltro has suffered foreseeable losses, including CCC's denial of involvement and/or coverage and failure to indemnify Deltro under the Policy, full particulars of which will be provided prior to the trial of this action.

15. Further, and in the alternative, JDMI has breached the terms its contract with Deltro, through its actions and omissions, including as pleaded above, and that as a direct result of that breach, Deltro has suffered losses.

16. Deltro proposes that the trial of this action take place in the City of Toronto, Ontario.

March 25, 2022

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Lawyers for the Plaintiff

Court File No.:

FEDERAL COURT

Admiralty Action *in personam*

BETWEEN:

DELTRON ELECTRIC LTD.

Plaintiff

AND:

**CONTINENTAL CASUALTY COMPANY
carrying on business as CNA CANADA,
JONES DESLAURIERS INSURANCE
MANAGEMENT INC. / GESTION
D'ASSURANCES JONES DESLAURIERS
INC. and JONES DESLAURIERS &
FIRMAN INSURANCE BROKERS LTD.**

Defendants

STATEMENT OF CLAIM

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File No. 1084-022