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**“Serious Leg Fractures” without Permanent Serious Impairment Caught by  
New Brunswick’s \$2500 General Damages Cap.**

Reported Case:	LaPierre v. General Accident Assurance Company of Canada
Citation:	2007 NSSC 9
At Issue:	Whether territorial limits set by the underlying auto policy apply to the underinsured motorist coverage under the Family Protection Endorsement, SEF No. 44.
Judgment Rendered:	January 11, 2007
The Court:	Supreme Court of Nova Scotia
Factual Summary:	The plaintiff was injured in Guyana where normal maximum third party liability coverage was the equivalent of \$3000 Cdn. The plaintiff chose not to sue in Guyana but claimed against his insurer pursuant to the family protection endorsement contained in his Nova Scotia issued policy. The insurer denied liability based on the territorial limitations in the policy. The territorial limit clause stated that the policy applied only while the automobile is operated in Canada, the United States, or a vessel plying between their ports.
At Trial:	Nothing in the territorial limit clause expressly says it does not apply to the policy as a whole. Further, the endorsement states it forms part of the policy and “except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect”. The action was dismissed.