

What is the Difference Between Pecuniary and Non-Pecuniary Damages?

Content Outline

Note: This is for a Canadian Law firm in Nova Scotia. Use appropriate terminology, formatting and style.

- Write a small introduction explaining what compensation is in the context of personal injury law and the damages that people may be able to claim. Introduce the question *what is the difference between pecuniary and non-pecuniary damages*.
- Use the second paragraph to provide a **short answer** to the previous question.

Difference Between Pecuniary and Non-Pecuniary Damages

- Use this section to provide a general overview of the main differences between these types of damages.

What Are Pecuniary Damages in Tort Law?

- Respond to this question with a **short answer**.
- Use this section to provide more information about this type of damages.
 - Include synonymous terms such as special damages, economic damages.
 - Explain how these damages are calculated and provide an hypothetical example to help readers understand this concept.
- Provide a list of things that can be classified as pecuniary damages.
- Discuss how these damages are calculated in Nova Scotia.
 - Please, provide an example or average amount that a claimant could receive. If you wish, you can use case law examples or a notorious case in Nova Scotia.

How to prove special damages in a Nova Scotia personal injury claim?

- Use this section to answer the previous question.
 - Provide a list of documentation or things that can be used to prove these types of damages.
- In one paragraph, explain how a Halifax personal injury lawyer can help with this process.

What Are Non-Pecuniary Damages in a Personal Injury Claim?

- Provide a **short answer** to the previous question.
- Use this section to provide more information about this type of damages.

- Include synonymous terms.
- Provide a list of what 'non-pecuniary damages' cover in Nova Scotia.
 - Please, include a small description for each element.

Proving a non-economic damage

- Discuss how a personal injury lawyer can prove non-economic damages. ○
What type of evidence or documentation do you need for this claim?
- Please, explain how these damages are calculated and provide an example (it could be a case law or a notorious case in Nova Scotia).

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- Ignore this section. We will complete it to make sure it's well optimized.

Example 1: Not Acceptable

What is The Difference Between Pecuniary and Non-Pecuniary Damages?

If a violation of contract has caused you harm, you have the right to sue for damages. Pecuniary and non-pecuniary damages are included in this compensation. Understanding the jargon of the legal system is essential if you want to be successful in your claim. It's important to know the difference between the two phrases and what it means for your legal rights while pursuing compensation for damages.

Pecuniary Damages Definition

What Are Pecuniary Damages? Pecuniary is a term that refers to money. A [pecuniary loss](#) is one that can be quantified in monetary terms and is thus relevant in a breach of contract case. The term “economic damages” or “general damages” is used to describe such monetary losses. Pecuniary losses can take several forms, including losses in income, salaries, superannuation, and medical expenses. The costs related to mitigating the consequences of a breach of contract are also included.

Loss of wages, future lost wages, medical expenses, or other expenditures linked with damages that happened during the occurrence are the most frequent pecuniary losses, also known as financial losses. Pecuniary losses are the most prevalent type of claim that arises from a violation of a contract.

Non-Pecuniary Damages Definition

What are non-pecuniary damages? Even if you don't suffer a monetary loss, your well-being and happiness might be adversely affected by non-monetary losses. Consideration of [non-monetary losses](#) is critical to both drafting a contract and recovering damages in the event of a violation.

This type of loss is often overlooked by plaintiffs since it is not immediately apparent that there has been a breach of contract. Pecuniary (non-economic) loss is defined as follows: agony; loss

of life's necessities; loss of hope; deformity. Other types of damages in tort are discussed further in this article.

In other words, a non-pecuniary loss is the exact opposite of a financial one. It includes harms that can't be quantified in money. These elements are also taken into account when determining compensation, and they include things like pain, suffering, diminished enjoyment of life, and the likelihood of finding work in the future. [These losses are evaluated by a judge or jury](#) to establish the proper compensation in these cases.

Non-monetary losses resulting from a breach of contract are more difficult to claim. An extensive set of rules and regulations apply. Special damages can be more easily recovered if the contract's failure to meet the parties' expectations and protect them from emotional anguish is an integral feature of the contract. These categories do not operate in a vacuum, and there is much overlap between them.

Is There Anything I Can Do About a Contract Breach?

You may not only lose money if a contract is breached, but you may also suffer reputational damage. For small business owners, this is especially true. It has the potential to have a long-term effect on your personal well-being as well as your career. This is why it is so important to grasp the importance of both monetary and non-monetary damages. There may be a legal entitlement to compensation if you have been harmed severely by a violation of contract, such as through stress, sickness, or injury, for example.

You should consult with a personal injury lawyer Halifax because this is such a complicated area of law. Miller Law has a team of [contract law specialists](#) available to assist you with any questions you may have about compensatory damages you are entitled to due to a breach of contract.

Compensation for Non-Pecuniary Damages vs. Compensation for Pecuniary Damages

The amount of compensation you receive in a personal injury lawsuit is based on a variety of criteria. Depending on the facts of your case, a judge or jury will decide how much money should be allocated to each of these categories: pecuniary or nonpecuniary. You need to know a little about the legal procedure so that you can collect the compensation you deserve.

Showing Proof of Pecuniary Damages

In personal injury lawsuits, monetary damages are the most commonly awarded compensation since they are the easiest to calculate. Pecuniary losses include both the victim's and the victim's family's losses.

- **Medical expenses:** A person's medical expenses that may encompass everything from ambulance trips to surgery to prescription medicine to physical therapy to chiropractic care, among other things, should be compensated.
- **Wage Replacement:** People are often compelled to skip work while recovering from an injury. Wage replacement takes into account both the lost time from previous jobs and the potential lost pay.
- **Loss of Earning Capacity:** When an accident prevents a claimant from working or pursuing a professional path, they are entitled to compensation. For example, because of a back injury, someone may no longer be able to follow a career path that needs them to stand all day, therefore they may have to settle for a lower-paying position.
- **Future Care:** The claimant may need hospice care or years of physical therapy if the damage results in disability or a long-term, chronic illness. It's also important to remember that the expense of future care includes the time and money that family members may have to give up for their loved ones. In the event of an automobile accident, the cost of any physical damages will be accounted for.

Your lawyer will use bills, receipts, pay stubs, tax papers, and any other physical evidence to demonstrate the worth of your monetary losses in your claim. To ensure that you receive the maximum compensation you are entitled to as a result of your injuries, keep meticulous records and provide them to your lawyer from the outset of your lawsuit.

Showing Proof of Non-Pecuniary Damages

Losses of this kind are the secondary and intangible costs that come with a personal injury claim. In order to show these losses, the burden of proof is substantially greater. Non-pecuniary losses include, but are not limited to:

- Injuries that induce depression, anxiety attacks, or any other form of emotional harm are eligible for emotional distress.
- Impaired life; a term used to describe the lower quality of life that the claimant experienced as a result of their injuries.
- If the injury has harmed the claimant's connections with his or her family, spouse, or friends, this is referred to as "impairment of relationships" in the claim.
- Damage resulting in a handicap for the claimant, causing them to lose their normal intellectual and physical capacities.

Because there are no invoices or bills for these losses, they must be substantiated in other ways. This is what the court normally looks at when deciding whether to award damages:

- A person's age at the time of their claim
- The type of harm suffered
- The extent of the damage

- The length of time that the injury has persisted
- Any incapacity or demise

If you've suffered a personal injury, you should know the distinction between monetary(pecuniary) and non-monetary (non-pecuniary) damages so that you can get the [compensation](#) you're due. You can guarantee that you collect the full worth of your losses by providing your lawyer with all the paperwork of the material costs associated with your injury. While proving non-monetary losses is more difficult, if you tell your lawyer everything about your personal injury, he or she will know how to get you the recompense you need for these losses.

Reasons Why This Article Is Not Acceptable

1. Incorrect use of language: *attorney* is not interchangeable with *lawyer* in Canada. Only in the US.
2. The writer added unnecessary and unrequested sections.
 - a. Some sections are formed only by 3-4 lines.
3. The writer ignored the specific instructions to write the introduction of the article.
 - a. There's no short answer, even though it was specifically requested.
4. The article's focus is incorrect: the outline indicated that the content should be focused on personal injury law. However, the writer included paragraphs about *contract breach*, which is not related to the client's practice area.
5. The writer didn't include the sections provided in the outline.
 - a. As a result, he didn't cover the topics required.
 - b. Specific instructions for certain sections of the article were also ignored.
6. The information provided is legally inaccurate: "*general damages*" is not a synonym of *pecuniary damages*.
 - a. There are many resources that cover this topic. This mistake shows weak research or lack of attention to detail.
7. In summary, the article didn't properly target the client's area of practice. Additionally, the information provided wasn't thorough or accurate.

Example 2: Acceptable Article

What is The Difference Between Pecuniary and Non-Pecuniary Damages?

If you have been in an accident and are planning to file a personal injury claim, you may wonder what type of damages you may be entitled to. Since they may be unfamiliar with the legal jargon, most people are unsure of *what is the difference between pecuniary and non-pecuniary damages*.

In a personal injury claim, pecuniary and non-pecuniary damages differ in the type of losses they cover. Pecuniary damages are financial losses that can be appraised in monetary terms, while non-pecuniary damages are meant to compensate for non-economic losses such as pain and suffering.

If you have been in an accident in Nova Scotia and have sustained injuries, you may be entitled to compensation. If this is your case, you may be interested in getting familiar with the type of damages that your [Halifax personal injury](#) lawyer may be able to claim on your behalf. For that reason, in the following sections, you will find more information about pecuniary and non-pecuniary damages.

Difference Between Pecuniary and Non-Pecuniary Damages

In Nova Scotia, people that have been injured in an accident may be entitled to receive **compensatory** damages. As its name suggests, these damages are intended to compensate the claimant for the injuries and losses suffered as a result of the accident.

Depending on their nature, these damages can be classified into *pecuniary* or *non-pecuniary* damages. In broad terms, pecuniary damages are meant to compensate for the **economic losses** that arose from your injuries.

However, in addition to financial losses, you may also suffer emotional distress, or the quality of your life may have diminished because of the accident. In Nova Scotia, non-pecuniary damages are intended to compensate for these types of **intangible** losses.

What Are Pecuniary Damages in Tort Law?

In Nova Scotia, *pecuniary damages* are losses, or damages that can be quantified in monetary terms. Pecuniary damages, also known as “economic” or “special damages”, include but are not limited to property damage, loss of wages, medical bills, and other expenses incurred as a result of the accident.

In a personal injury claim, pecuniary is a term that describes the *monetary losses* you suffered because of a motor vehicle accident. Since they are easy to calculate, pecuniary damages are the most commonly awarded compensation on a personal injury claim.

The economic damages you may be entitled to claim include, but are not limited to:

- **Medical Expenses:** They may encompass everything from ambulance trips to surgery to prescription medicine to physical therapy to chiropractic care, estimated cost of future medical treatments, among other things.
- **Wage Replacement:** People are often compelled to skip work while recovering from an injury. Wage replacement considers the lost time from previous jobs and the potential lost pay.
- **Loss of Earning Capacity:** In some situations, the injuries resulting from your accident may prevent you from working or pursuing a professional path. For example, if you suffer from a severe back injury, you may no longer be able to have a job that requires you to stand all day.
- **Future Care:** If you were injured in an accident, you may need hospice care or years of physical therapy if the damage results in chronic illness or a long-term disability. The expense of future care may also include the time and money that family members may have to give up for their loved ones.

How to prove special damages in personal injury

When filing a personal injury claim in Nova Scotia, claimants need to gather supporting documentation to prove the extent of their injuries and the monetary losses they have incurred as a result of the accident.

To support your claim, your personal injury lawyer may use medical records, bills, receipts, and any other physical evidence that demonstrates the worth of your monetary losses. So, you should keep a meticulous record of your expenses and provide them to your lawyer.

What Are Non-Pecuniary Damages in a Personal Injury Claim?

In a personal injury claim, *non-pecuniary damages*, also known as “non-economic” or “general damages”, are not financial in nature. In other words, they cover harms that cannot be quantified in monetary terms and that affect the plaintiff’s quality of life, such

as pain and suffering.

In Nova Scotia, general damages or non-pecuniary damages are the **intangible losses** and **costs** that you suffered because of your injuries. Overall, these damages may have a lasting impact on your quality of life.

Non-pecuniary losses include, but are not limited to:

- **Pain and suffering** refers to injuries that induce agony, depression, anxiety attacks, or any other form of physical or emotional pain.
- **Loss of enjoyment of life** is a term used to describe the lower quality of life that you may experience as a consequence of your injuries.
- **Permanent impairment** is damage resulting in a handicap for the claimant, causing them to lose their normal intellectual and physical capacities
- **Loss of future income.** In some cases, suffering from severe injuries may prevent you from working or you may affect your likelihood of finding a suitable job in the future. ● **Impairment of relationships.** If your pain and suffering has harmed your connections with your family or friends, you may be entitled to compensation.
- **Impairment of physical and mental abilities** refers to damage resulting in a handicap or losing your normal intellectual and physical capacities.

At Miller Law, we understand that an accident not only results in monetary losses, but it can also affect your well-being and happiness. To know if you may be entitled to compensation, [schedule a free consultation](#) with our Halifax personal injury lawyers.

Proving non-economic damages

No money can provide true restitution for your losses. But since your pain and suffering are a consequence of the accident, you may be able to claim compensation for non-pecuniary damages. Depending on the facts of your case, a judge or jury will decide the compensation you will be awarded.

Some factors that may be considered include, but are not limited to:

- A person's age at the time of their claim
- The type of harm suffered
- The extent of the damage
- The length of time that the injury has persisted
- Any incapacity or demise

As established before, the compensation you receive in a personal injury claim is based on a variety of criteria. However, based on [Canada law](#), in Nova Scotia, non-pecuniary damages have a **\$100,000** cap in 1978 dollars (this cap is indexed to inflation), save for exceptional circumstances.

Contact Our Halifax Personal Injury Lawyers

Filing and dealing with a personal injury claim can be stressful and overwhelming, especially if you are not sure about the damages you may be entitled to. An experienced [personal injury lawyer](#) can help you navigate the law while taking care of your best interest.

At Miller Law, we have over 30 years of experience representing clients with personal and insurance claims in Halifax and the Annapolis Valley. Call us at 1 (908) 421-9811 or [contact us](#) via email form to schedule a free consultation with one of our insurance claims lawyers.

Reasons Why This Article Is Acceptable

1. The writer followed the instructions provided to write a relevant introduction. a. She introduced the question requested and provided an answer to that question.
2. The article contains all the sections requested in the outline.
 - a. Furthermore, the writer completed those sections based on the specific instructions for each section.
3. The information provided is legally accurate and pertinent to the client's location.
4. The writer stayed focused on the client's area of practice.
5. The use of language was correct: the writer used *lawyer* instead of *attorney* since she's aware that this term is not used in Canada.
6. The article is well-structured and web-friendly.
 - a. The writer used short sentences and paragraphs.
 - b. Sections are divided into coherent paragraphs.
7. The writer included relevant keywords to target the client's location.
8. The article is high quality and provides all the necessary information to the reader.