Ontario Accident Benefit Case Summaries

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CONTINENTAL CASUALTY CO. v. CHUBB INSURANCE CO. OF CANADA, 2022 ONCA 188

— Zahra Vaid of Lerners LLP

Earlier this year, in *Continental Casualty Co. v. Chubb Insurance Co. of Canada*,[1] the Court of Appeal for Ontario ("ONCA") determined a priority dispute between two insurers concerning liability for statutory accident benefits (SABS) coverage, where one policy provided basic mandatory SABS coverage and another policy provided both basic and mandatory and optional enhanced SABS coverage.

KEY TAKEAWAYS

The Court of Appeal for Ontario ultimately determined that an optional benefits insurer cannot require a priority insurer to indemnify them for basic mandatory SABS coverage provided to the claimant and must administer both mandatory and optional benefits coverage. In other words, SABS payment obligations cannot be bifurcated between insurers and s. 268 of the *Insurance Act* can be ousted by Ontario Policy Change Form 47 ("OPCF 47").

The decision is also a signal to company owners, who have access to and control over their company vehicles but do not actually use any of those vehicles, that they will not meet the "regular use" requirements and cannot be considered a "deemed named insured" for the purposes of SABS coverage.

BACKGROUND

In this case, the claimant was an owner, President, and CEO of a forestry products company who suffered catastrophic injuries when hit by a motor vehicle while jogging near his cottage. He had basic mandatory SABS coverage under his personal automobile insurance policy via Chubb Insurance Company of Canada. In addition, his company purchased optional enhanced SABS overage under a fleet policy via Continental Casualty Company for the company's vehicles.[2]

After the accident, Continental denied a) that its policy provided optional enhanced SABS coverage and b) that the claimant had coverage under its policy. As such, he claimed basic mandatory SABS from his personal automobile insurance, Chubb.

Chubb then initiated a priority dispute, claiming that Continental was the insurer liable to pay SABS.[3]

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[1] [2022] O.J. No. 1042, 2022 ONCA 188.

[2] [2022] O.J. No. 1042, 2022 ONCA 188 at paras. 1-4.

[3] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 5.

Of note, s. 268 of the *Insurance Act* includes priority of payment rules. Specifically, if a SABS claimant is a named insured on more than one policy, the claimant can elect to choose from which insurer to claim SABS.[4]

A "named insured" generally refers to the person who is actually named in a contract of insurance, while an insured is a person who, whether by statute or by contract, has some or all of the rights of the named insured. According to the *SABS Schedule*, a person will be deemed to be the named insured under an automobile insurance policy at the time of an accident where the insured automobile is "being made available for the individual's *regular use* by a corporation."[5]

In April 2018, an arbitrator found that the claimant was the named insured under the Chubb policy and a "deemed named insured" under the Continental policy because he met the "regular use" requirement. The rationale was that the claimant had regular access to the company vehicles, even if he had never driven them.

In sum, then, the arbitrator determined the claimant was entitled to elect which insurer to claim SABS coverage from and, therefore, entitled to pursue optional benefit coverage and basic mandatory SABS from Continental.[6]

Continental appealed to the Ontario Superior Court of Justice ("ONSC").

Justice Stinson determined the arbitrator's conclusion that the claimant met the "regular use" requirements under the *SABS Schedule* as a "deemed named insured" was unreasonable. Despite being the owner and having access and control over the vehicles, he never actually used any such vehicles.[7]

Therefore, the claimant could not elect to claim benefits from the Continental policy, and Chubb was determined to be the priority insurer pursuant to s. 268 of the *Insurance Act*. The arbitrator's order was set aside, and Justice Stinson declared that in light of OPCF 47, which allows an insured to claim both mandatory accident benefits and optional accident benefits under any policy which offers optional enhanced benefits and prevents the insurer providing the optional enhanced benefits from denying benefits on the basis that s. 268 of the *Insurance Act* provides another insurer is liable to pay the mandatory accident benefits amount, Continental must pay both basic mandatory SABS and optional SABS to the claimant. They were also responsible for the cost of all optional benefits provided.

Regardless of this, however, Justice Stinson ruled Continental was entitled to reimbursement from Chubb for the cost of the basic mandatory SABS benefits paid to the claimant by Continental and all expenses associated with administering those benefits.[8]

FINDING AT THE COURT OF APPEAL FOR ONTARIO

Chubb then appealed to the Court of Appeal for Ontario, raising two issues:

1. Whether the ONSC erred in finding the claimant did not meet the regular use requirement and was not a deemed insured under the Continental Policy; and
2. Whether the ONSC erred in finding that Chubb was obliged to indemnify Continental for the basic mandatory SABS payments Continental was obliged to pay the claimant under OPCF 47.

On the first issue, Justice Simmons, writing for a unanimous panel that included Justice MacPherson and Justice Nordheimer, agreed with Justice Stinson's finding that the claimant did not meet the "regular use" requirement pursuant to the *SABS Schedule*.

Notably, in the view of the Court of Appeal for Ontario, the issue was not whether a company vehicle was made available to the claimant at the time of the accident, but "whether a company vehicle was being made available for his regular use at the time of the accident."[9] The Court of Appeal for Ontario could not fathom how availability for *regular* use of the company vehicles could be imputed in the absence of *any* use up to the point of the accident.[10]

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[4] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 6.

[5] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 7.

[6] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 12.

[7] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 14.

[8] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 17.

[9] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 59.

[10] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 61.

On the second issue, the Court of Appeal for Ontario disagreed with Justice Stinson's finding, noting that OPCF 47 is clear in requiring the optional SABS insurer to pay both the basic mandatory and optional enhanced SABS benefits.

The Court of Appeal for Ontario concluded that liability for SABS cannot be bifurcated pursuant to s. 268(2) of the *Insurance Act,* and that OPCF 47 can oust any s. 268 *Insurance Act* priority rules.

As a result, the appeal was allowed in part, and Justice Stinson's order requiring that Chubb reimburse Continental for the cost of basic mandatory SABS and related benefits was set aside.[11]

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APPEALS

No Error in Finding First Responder With Psychological Injuries Did Not Establish Incident Was "Accident"

Ontario Licence Appeal Tribunal, June 30, 2022

The applicant was a fire fighter who was a first responder in the 2018 terrorist attack in Toronto, where an individual driving a rental Ryder van struck and killed pedestrians. The applicant did not see the van strike the victims but he drove a fire truck to a scene where there were police and victims on the ground. The respondent insurer took the position that the applicant was not involved in an "accident" for the purposes of receiving statutory accident benefits. The applicant applied to the Tribunal, disputing the denial of benefits. The Tribunal found that the applicant was not in an "accident" as defined in section 3(1) of the *Statutory Accident Benefits Schedule—Effective September 1, 2010* (see 2022 OABC ¶12588). The Tribunal characterized the two questions that had to be answered as: (1) whether the applicant's involvement in the event and witnessing the carnage that resulted from the perpetrator's use and operation of the Ryder van, which directly caused him psychological impairments, was an accident; and (2) whether the applicant's use and operation of the fire truck while hearing frantic dispatch calls as he drove, arriving at the crime scene, and moving the truck to attend to people and to guard the scene was an accident. The Tribunal found that the use and operation of the Ryder van did not meet the purpose and causation test and that the use and operation of the fire truck met the purpose test but not the causation test.

The applicant filed a request for reconsideration.

The request for reconsideration was denied. The Tribunal had found that the Ryder van did not meet the purpose test, as the van was not being used or operated in the manner for which a vehicle was intended, namely, to transport people and things, but as a weapon. Having regard to the case law, the Tribunal erred in considering the intent of why the vehicle was being driven. The error did not affect the decision, however, as the Tribunal had correctly found that the causation test with regard to the Ryder van was also not met.

The medical evidence supported the Tribunal's finding that the psychological impairments began from exposure to the victims, at a point when the Ryder van was no longer operational, and not while the applicant was driving the fire truck and while the Ryder van was still operational. Even if the Tribunal applied the "but for" analysis, the test's purpose was to eliminate factually irrelevant scenarios for determining the root cause of the applicant's impairments. In this case, the root cause of the impairments was exposure to the victims. Even if the Ryder van was operational at the time the applicant arrived on the scene, it still would have to be a direct cause of the impairments. At most, the van was an "indirect" cause of the impairments.

The Vice Chair found no error in the finding that the fire truck operation did not meet the causation test. The Tribunal had explained that even though the applicant operated the truck to the scene, the psychological impairments were not a direct result of the use and operation of the truck. The impairments were linked to the exposure to the victims, and the

[11] [2022] O.J. No. 1042, 2022 ONCA 188 at para. 110.

mere location and proximity of the truck did not necessarily result in it being a cause. The Tribunal's failure to apply the "dominant feature" analysis to the Ryder truck did not affect the finding that the root cause of the impairments was the witnessing of the victims. The Tribunal had looked for the direct causal link between the impairment and use and operation of a vehicle, and in this case, there was none.

Travis v. Aviva Insurance Company, 2022 OABC ¶A-1482

No Error in Finding that Judicial Review of Tribunal Decision Only Available in Exceptional Circumstances

Ontario Court of Appeal, June 7, 2022

The appellant was injured in a motor vehicle accident in February 2010 and applied for statutory accident benefits ("SABS") from the respondent insurer. In January 2011, the insurer sent a letter denying the appellant's application for housekeeping and home maintenance and income replacement benefits due to her failure to submit an OCF-3 disability certificate. Payments of the benefits were stopped as of January 2011. In March 2018, the appellant brought an application to the Licence Appeal Tribunal (the "LAT"), which was dismissed after a finding that the insurer's January 2011 letter was a valid denial and the application was statute-barred due to the expiry of the two-year limitation period. The LAT affirmed the decision in April 2020. The appellant brought a concurrent appeal and application for judicial review of the LAT decision. The Divisional Court dismissed the appeal and application (see 2021 OABC ¶A-1447 (Ont. Div. Ct.)). The Court found that judicial review of a LAT decision on SABS was only available, if at all, in exceptional circumstances. The application did not present exceptional circumstances.

The appellant appealed the dismissal of the application.

The appeal was dismissed. The Court found that the Divisional Court's use of the language "exceptional circumstances" gave rise to confusion as to access to judicial review as a remedy where there was a statutory appeal. The Divisional Court was correct in stating that the existence of an adequate alternative remedy was a valid reason for not exercising its discretion to hear and determine a judicial review application. It was clear that the legislature intended to greatly restrict resort to courts in making the LAT the forum for resolution of SABS disputes and limiting the right to appeal to questions of law only. The appellant, however, still had the remedy of an application for judicial review available to her.

The Court found that when the Divisional Court had stated that it would only exercise its discretion to hear and determine judicial review applications in exceptional circumstances, it was attempting to state that the remedy of judicial review would be exercised in rare cases, having regard to the legislated scheme for the resolution of disputes over SABS. Judicial review was a discretionary remedy, and courts were entitled to refuse to grant any relief on an application for judicial review. The courts had both discretion to undertake review and to grant relief. Where there were alternative appeal remedies, in the vast majority of cases they would be adequate to address an applicant's grievance. The Court concluded that it was correct to find that it would only be in rare cases that the remedy of judicial review could be properly resorted to given the presence of alternative remedies. The Court further found that the appellant failed to demonstrate that there was anything unreasonable in the adjudicator's reconsideration decision with regard to the expiry of the limitation period.

Yatar v. TD Insurance Meloche Monnex, 2022 OABC ¶A-1483

No Breach of Procedural Fairness or Bias Established Where Adjudicator Reconsidered Own Decision

Ontario Superior Court of Justice, Divisional Court, June 24, 2022

The appellant was injured in a motor vehicle accident in 2016. In 2018, the appellant applied to the Licence Appeal Tribunal (the "Tribunal") to dispute the respondent insurer's denial of income replacement benefits ("IRBs") and treatment plans and seeking a special award. In January 2020, the Tribunal's adjudicator ordered the insurer to pay IRBs and denied the other claims. The appellant filed a request for reconsideration. In July 2020, the adjudicator who rendered

the original decision reconsidered and reaffirmed the decision, finding no error of law. The appellant appealed the reconsideration decision, taking the position that having an adjudicator reconsider their own decision violated the common law rules of natural justice and procedural fairness, including the rule against bias.

Before the reconsideration decision was heard, the appellant also brought a motion seeking a compliance order that the insurer pay the IRBs and a special award. An adjudicator dismissed the compliance claim. Another adjudicator, Vice Chair Avril Farlam, presided over the oral evidence with regard to the special award. In a February 2021 decision, an adjudicator who had not heard the oral evidence held that the insurer was not liable to pay a special award. The Tribunal subsequently withdrew the February 2021 decision and removed it from the file. Vice Chair Farlam released a decision in June 2021, also denying the special award. The appellant brought an appeal from the decision of Vice Chair Farlam, taking the position that the decision by the Tribunal to withdraw a decision erroneously rendered by an adjudicator who had not heard the oral evidence breached procedural fairness and demonstrated institutional bias.

The appeals were dismissed. The Court found that the adjudicator had applied the correct legal test and did not make any error of law in rendering the July 2020 decision. Under the Tribunal's Rules of Procedure, an adjudicator could hear reconsideration requests from their own decisions, consistent with a fair, expeditious, and efficient adjudicative process. Procedural fairness required making a decision free of a reasonable apprehension of bias by an impartial decision-maker. Case law held that it was not a breach of procedural fairness for the same adjudicator to reconsider their decision in the context of the Human Rights Tribunal of Ontario or the Landlord and Tenant Board. The practice was generally followed in the administrative law landscape. The fact of a member reconsidering their own decision did not in and of itself result in a reasonable apprehension of bias.

With regard to the February 2021 decision, the Court noted that the Tribunal had provided a reasoned explanation for its decision to withdraw the order and cure its error. The Tribunal had proceeded in an efficient, responsive, and proportional manner, saving the parties time and money. The remedy granted was the remedy sought by the appellant. There was no evidence that the Tribunal's assigning of the special award decision to an adjudicator who had not heard the oral evidence resulted from institutional bias. The new hearing cured any procedural fairness breach. While the appellant relied on statistics showing the frequency at which the Tribunal found in favour of insurers in its decisions, pursuant to case law, statistics alone could not establish reasonable apprehension of bias. The Court found that no reasonable apprehension of bias or breach of procedural fairness was established.

Warren v. Licence Appeal Tribunal, 2022 OABC ¶A-1485

Court Did Not Have Jurisdiction To Hear Appeal of Interlocutory LAT Decision

Ontario Superior Court of Justice, Divisional Court, July 6, 2022

The appellant was involved in a motor vehicle accident. She brought an application before the Licence Appeal Tribunal (the "Tribunal"), disputing the denial of statutory accident benefits. The appellant brought a motion seeking the removal of the respondent insurer's lawyer, taking the position that the lawyer was in a conflict of interest, as he was representing the insurer in her accident benefits application before the Tribunal as well as in a priorities dispute with another insurer before an arbitrator. The Tribunal held that there was no conflict of interest and dismissed the motion. The appellant appealed to the Divisional Court. The respondent insurers took the position that there was no right to appeal an interlocutory decision.

The appeal was dismissed. Under section 11(6) of the *Licence Appeal Tribunal Act, 1999* (the "Act"), an appeal to the Court from a Tribunal decision relating to a matter under the *Insurance Act* could only be made on a question of law. The Court found that recent Ontario jurisprudence had generally interpreted legislation conferring a right to appeal an administrative tribunal decision as only pertaining to a final decision, absent clear language indicating that it also applied to interlocutory decisions. Case law in Ontario had followed *Roosma v. Ford Motor Co. of Canada Ltd.*, 1988 CanLII 5633 (Ont. Div. Ct.), ("*Roosma*") where the Court held that only final decisions could be appealed under the Ontario Human Rights Code, as otherwise, administrative proceedings would be unduly impeded. Courts had applied *Roosma* to other regulatory settings.

The Court considered recent Divisional Court case law that stated that the Court had discretion to hear an interlocutory appeal, *Traders General Insurance Company v. Rumball*, 2019 OABC ¶A-1367, *Taylor v. Aviva Insurance Canada Inc.*, 2019 OABC ¶A-1327, and *Security National Insurance Company v. Kumar*, 2018 OABC ¶A-1308. The Court found that these cases imported principles applicable in judicial review applications to the interpretation of the appeal provision in the Act, and erred in failing to give effect to the wording of section 11(1) and the longstanding jurisprudence. Having regard to section 11(1) and (6) of the Act, as read in the context of the statute and the objective of preventing delays in administrative proceedings, the Court concluded that it had no jurisdiction to hear an appeal from an interlocutory decision of the Tribunal. A party could have the option of seeking judicial review of an interlocutory decision in an appropriate case, likely having to meet an argument of prematurity and show exceptional circumstances.

Penney v. The Co-operators General Insurance Company, 2022 OABC ¶A-1486

Other Appeals

Catastrophic Impairment — *Kellerman-Bernard v. Unica Insurance Company*, 2022 OABC ¶A-1481, Ontario Licence Appeal Tribunal (May 2, 2022)

Limitations/Bars to Claim — *Landa v. The Dominion of Canada General Insurance Company*, 2022 OABC ¶A-1484, Ontario Licence Appeal Tribunal (June 9, 2022)

CASE SUMMARIES

Applicant Established Pre-Existing Injury Took Him Out of Minor Injury Guideline

Ontario Licence Appeal Tribunal, June 14, 2022

The applicant was involved in a motor vehicle accident in June 2018. An insurer's examination ("IE") report dated October 2018 found him to have suffered soft tissue injuries. The IE physician also noted that the applicant's left shoulder and arm were atrophied, likely from underuse as a result of a gunshot wound he had suffered while in his native Somalia in the 1990s. The physician's answer to whether the applicant had any pre-existing medical conditions and whether they would prevent him from achieving maximal recovery from the accident-related injuries was "yes", referencing the left shoulder and arm atrophy. The respondent insurer referred the applicant back to the same physician for a paper review assessment. The physician answered that the accident-related injuries were soft tissue injuries that would be expected to heal within eight to 12 weeks. The insurer did not ask if the applicant had any pre-existing injuries. The insurer took the position that the applicant's injuries fell within the Minor Injury Guideline (the "MIG") and he was therefore subject to the $3,500 limit for treatments. The insurer denied a physical therapy treatment plan dated November 2018, at $4,212, and a psychological assessment recommended in November 2018, at $2,200.

The applicant applied to the Tribunal, disputing the denials. The applicant's position was that he should not be subject to the MIG, as he had pre-existing conditions that prevented maximal recovery within the MIG funding limit. The insurer's position was that the applicant did not establish he had pre-existing conditions, as these were not documented pre-accident. The applicant's position was that, as the gunshot stemmed from the war in Somalia in the 1990s, he could not obtain records from that period and place.

The application was allowed. The Tribunal found that the record sufficiently documented the applicant's pre-existing injury and as a result, the applicant did not have to produce additional medical records to support his pre-existing condition. The Tribunal noted that the insurer's adjuster had testified that the insurer would not require medical records from Somalia, conceding that the 19090s records from the war period would not be required. The IE assessor, in his first report, had established that there was a pre-existing injury that would affect recovery. This was not a case where the credibility of the pre-accident injury or medical report was in question. Having regard to the above, the Tribunal found that it would be a miscarriage of justice if it were not to find that the applicant was out of the MIG based on pre-existing injuries that would prevent him from achieving maximal medical recovery.

The Tribunal found that the physical therapy treatment plan was reasonable and necessary to assist the applicant in recovery from his soft tissue injuries. The Tribunal found that the psychological assessment was not reasonable and necessary. The evidence was that the applicant's psychological symptoms related mostly to familial issues and not the accident. The treatment plan was payable, however, as the denial was not received by the applicant within the 10-day period under section 38(8) of the *Statutory Accident Benefits Schedule—Effective September 1, 2010*. Since the notice was received by the applicant within 15 business days, under section 38(11)2, the insurer was obligated to pay for the assessment described in the treatment plan that related to the period beginning on the eleventh day until proper notice was received. As the treatment would have taken place during that period, it was fully payable.

Noor v. Intact Insurance Company, 2022 OABC ¶12651

Applicant Barred from Proceeding With CAT Claim Due to Tribunal's Prior Credibility Findings

Ontario Licence Appeal Tribunal, July 4, 2022

The applicant was involved in a motor vehicle accident in 2017. In November 2019, the applicant applied to the Tribunal, disputing the denial of a non-earner benefit ("NEB"). In its November 2020 decision, the Tribunal held that the applicant did not suffer a complete inability to live a normal life after she failed to establish that she was continuously prevented from engaging in substantially all of her pre-accident activities. The Tribunal found that the applicant was an unreliable witness, as she had attributed symptoms to the accident that predated the accident and evidence showed she continued to engage in activities that she claimed she had stopped due to the accident.

In November 2021, the insurer scheduled an insurer's examination ("IE") with an occupational therapist ("OT"). When the insurer's OT attended the IE, he found that the applicant's OT was present. When he asked the OT to leave, she refused, and the insurer's OT left without conducting the IE. The insurer offered to reschedule the IE if the applicant was willing to conduct it without her treating healthcare provider present. There was no evidence of a reply from the applicant.

The applicant applied to the Tribunal for a determination that she was catastrophically ("CAT") impaired and seeking attendant care benefits ("ACBs") and denied treatment plans. The insurer brought a motion seeking to determine the preliminary issue of whether the applicant was barred from proceeding with her application, having regard to the Tribunal's findings as to her reliability in the 2020 decision and her failure to attend the IE.

The motion was granted. The Tribunal found that while the test for CAT impairment, requiring a class 4 or 5 impairment in areas of function, differed from that for NEBs, there was significant overlap. The Tribunal stated that the "overlap [was] even more pronounced in this case where the applicant intend[ed] to rely on the same evidence that was rejected by the Tribunal in the earlier hearing." The Tribunal had rejected almost all of the applicant's evidence as to the degree to which she was impaired by the accident. The rejected evidence was "at the heart" of the conclusions of the mental/behavioural assessment performed by a clinical psychologist and neuropsychologist, which the applicant was relying on for her position that she was CAT impaired. Accordingly, the applicant could not be successful on her current application unless the Tribunal made findings that were contrary to the previous findings of the Tribunal. The Tribunal concluded that the applicant was barred from proceeding with the CAT impairment claim.

The Tribunal found that the applicant's failure to ask her OT to leave the IE so that it could be conducted amounted to the applicant's failure to attend the IE, as she was under a duty to cooperate with the assessor. The Tribunal found that the applicant's failure to attend the IE was based on the mistaken belief that she was entitled to have her treating OT present. At the hearing, the applicant stated that she was willing to attend the IE without conditions. The Tribunal ordered that the applicant's claim for ACBs be stayed until she attended the IE, with the insurer to reschedule the IE within 120 days of the decision.

Yevdokymova v. Economical Insurance, 2022 OABC ¶12658

Other Cases

Accident — *R.S. v. Optimum Insurance Company*, 2022 OABC 12644, Ontario Licence Appeal Tribunal (May 6, 2022)

Insurer Examinations — *Perevezentsev v. TD General Insurance Company*, 2022 OABC 12645, Ontario Licence Appeal Tribunal (May 19, 2022)

Accident — *Sambasivam v. Sonnet Insurance Company*, 2022 OABC 12646, Ontario Licence Appeal Tribunal (May 30, 2022)

Income Replacement Benefits — *Lee v. Allstate Insurance Company of Canada*, 2022 OABC 12647, Ontario Licence Appeal Tribunal (May 17, 2022)

Accident — *Davis v. Aviva General Insurance Company*, 2022 OABC 12648, Ontario Licence Appeal Tribunal (May 18, 2022)

Income Replacement Benefits — *Silva v. Wawanesa Insurance*, 2022 OABC 12649, Ontario Licence Appeal Tribunal (May 30, 2022)

Insurer Examinations — *Haji v. The Personal Insurance Company*, 2022 OABC 12650, Ontario Licence Appeal Tribunal (June 1, 2022)

Adding Issues — *Gilani v. Travelers Insurance Company of Canada*, 2022 OABC 12652, Ontario Licence Appeal Tribunal (June 16, 2022)

Medical and Rehabilitation Benefits — *Padua v. Co-operators General Insurance Company*, 2022 OABC 12653, Ontario Licence Appeal Tribunal (June 6, 2022)

Medical and Rehabilitation Benefits — *Liu v. Aviva General Insurance Company,* 2022 OABC 12654, Ontario Licence Appeal Tribunal (June 20, 2022)

Medical and Rehabilitation Benefits — *Grieco v. Aviva General Insurance*, 2022 OABC 12655, Ontario Licence Appeal Tribunal (June 17, 2022)

Medical and Rehabilitation Benefits — *McNeil v. Certas Home and Auto Insurance Company*, 2022 OABC 12656, Ontario Licence Appeal Tribunal (June 23, 2022)

Limitations/Bars to Claim — *Godber v. Aviva Insurance Company*, 2022 OABC 12657, Ontario Licence Appeal Tribunal (June 27, 2022)

Catastrophic Impairment — *H.Y.Z. v. Allstate Canada*, 2022 OABC 12659 Ontario, Licence Appeal Tribunal (July 8, 2022)

Income Replacement Benefits — *McBeth v. Allstate Canada*, 2022 OABC 12660, Ontario Licence Appeal Tribunal (July 14, 2022)

Income Replacement Benefits — *Devi v. Allstate Canada*, 2022 OABC 12661, Ontario Licence Appeal Tribunal (July 21, 2022)

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