



Civil Resolution Tribunal

Date Issued: February 26, 2024

File: VI-2023-003157

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Abdulahi v. ICBC*, 2024 BCCRT 178

B E T W E E N :

MARY CAROL ABDULAHI

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin, Vice Chair

INTRODUCTION

1. This is a final decision dismissing this claim as out of time.
2. This dispute is about entitlement to accident benefits under Part 7 of the *Insurance (Vehicle) Regulation* (IVR) (also known as Part 7 benefits). The applicant, Mary Carol

Abdulahi, was involved in a car accident on August 24, 2020. She claims medical and disability benefits.

3. The respondent insurer, Insurance Corporation of British Columbia (ICBC), administers Part 7 benefits. It says it pre-approved medical treatment benefits for the applicant, but she did not attend any treatment. ICBC also says the applicant's claim for Part 7 benefits is out of time under section 103(1)(b) of the IVR.
4. The applicant also filed claims against the driver of the other vehicle involved in the accident (Dispute VI-2022-009748). I will not address those claims or that separate dispute in this decision.
5. The applicant is self-represented. ICBC is represented by an employee.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over accident claims brought under section 133 of the *Civil Resolution Tribunal Act* (CRTA). Section 133(1)(a) of the CRTA gives the CRT exclusive jurisdiction over the determination of entitlement to accident benefits.
7. Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.
8. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.

ISSUE

9. The issue is whether the CRT should dismiss the applicant's claims as out of time.

EVIDENCE AND ANALYSIS

10. In making this decision I have reviewed the Dispute Notice, the Dispute Response, and the parties' submissions and evidence on the limitation issue.
11. Section 103 of the IVR sets out the process for obtaining Part 7 benefits from ICBC.
12. Section 103(3) says an insured may give ICBC written notice of their intention to bring an action for accident benefits if their claim for benefits has been denied by ICBC or if ICBC has not made a payment within the time limits prescribed in section 101. Section 103(1)(b)(iii) says that, if an insured has not given written notice under section 103(3), then any action (or claim) for Part 7 benefits must be filed within 2 years of the accident date, or within 2 years of the last Part 7 benefit payment date.
13. ICBC says the applicant did not provide written notice of her intention to commence an action for accident benefits under IVR section 103(3) and the applicant does not dispute this. It is undisputed that ICBC has not paid any Part 7 benefits for the August 24, 2020 accident. So, under IVR section 103(1)(b)(iii), I find the applicant was required to start any CRT claim for accident benefits by August 24, 2022, at the latest. I find the applicant failed to do so, as they did not file this CRT claim until December 11, 2022.
14. I acknowledge the applicant's argument that she did attend physiotherapy treatment for her accident injuries, but that the claim number provided by an ICBC adjuster "did not work". She says the second ICBC adjuster denied any error with the claim number. However, I find this does not affect the limitation period for the applicant's accident benefits claim. As noted above, the relevant factors are the accident date and the date of the last Part 7 benefit payment, if any.

15. The applicant says that an ICBC adjuster told her to take her time with the claim. She also says that her ICBC adjuster changed several times, delayed responding to her, and refused to speak to her on the phone. I interpret the applicant to argue that ICBC's conduct delayed the applicant's claim and any potential resolution of it. I find that any of these alleged delays does not extend the deadline for filing a CRT claim or court action for Part 7 benefits.
16. For the above reasons, I find the applicant's CRT claim for accident benefits is out of time under the IVR and I dismiss it.
17. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. ICBC was successful, so I find the applicant must reimburse ICBC \$25 in CRT fees. ICBC claims no dispute-related expenses.

ORDERS

18. Within 30 days of the date of this decision, I order the applicant to pay ICBC a total of \$25 as reimbursement of CRT fees. ICBC is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
19. I dismiss the applicant's claims.
20. Under section 57 and 58 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court or the British Columbia Provincial Court if it is under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court where it is filed.

Sherelle Goodwin, Vice Chair