



# Civil Resolution Tribunal

Date Issued: May 20, 2025

File: AB-2024-000188

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Egbo v. ICBC*, 2025 BCCRT 644

BETWEEN:

CHIJOKE BARTHAM EGBO

**APPLICANT**

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Deanna Rivers

## INTRODUCTION

1. On June 3, 2023, Chijioke Barthram Egbo was in a motor vehicle accident in Burnaby, British Columbia. Mr. Egbo says the respondent insurer, Insurance Corporation of British Columbia (ICBC) has not paid him accident benefits. He

claims \$7,900 in family enterprise benefits, \$9,850 in caregiver benefits, \$5,000,000 in permanent impairment compensation, \$903,580 in health care and rehabilitation benefits, and \$34,320 in income replacement benefits. In submissions, Mr. Egbo increases his claim for these benefits, as I set out below. Mr. Egbo represents himself.

2. ICBC says Mr. Egbo is not entitled to family enterprise benefits. It says it has funded all Mr. Egbo's treatments recommended by his health care providers. It says Mr. Egbo has not provided the evidence it requires to determine whether he is eligible for the other benefits he claimed. ICBC asks me to dismiss Mr. Egbo's claim. An authorized employee represents ICBC.

## **JURISDICTION AND PROCEDURE**

3. The Civil Resolution Tribunal (CRT) has jurisdiction over accident claims brought under the *Civil Resolution Tribunal Act* (CRTA). CRTA section 133(1)(a) gives the CRT jurisdiction over the determination of entitlement to accident benefits. These are the CRT's formal written reasons.
4. CRTA section 2 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. CRTA section 39 says that the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Considering the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I am able to hear this dispute through written submissions.

6. CRTA section 42 says that the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

### ***Preliminary decision about evidence***

7. Mr. Egbo provided limited evidence in support of his claim. In a preliminary proceeding, ICBC requested an order that Mr. Egbo provide medical, employment, and financial documents, arguing the documents were necessary to determine his entitlement to benefits. Mr. Egbo opposed the request. In the preliminary decision, a CRT vice chair found that Mr. Egbo had not provided the documents, the documents were relevant to his entitlement to his claimed benefits, but the burden was on him to provide the evidence required to prove his claim. The vice chair did not order Mr. Egbo to produce additional records, but warned him that he bore the burden of proving his case.

### ***Tort damages***

8. In submissions, Mr. Egbo claimed \$2,800,000 for cost of future care, \$10,500,000 for loss of future income earning capacity, and \$700,000 for an in trust claim and loss of past and future housekeeping capacity. An in-trust claim is a claim for services provided by a family member without payment.
9. I find these claimed remedies are tort damages related to bodily injuries Mr. Egbo suffered in the accident. *Insurance (Vehicle) Act* (IVA) section 115 prohibits such claims. Instead, IVA section 114 says enhanced accident benefits apply to accidents that occurred after May 1, 2021. So, to the extent he claims tort damages, those claims are not available to Mr. Egbo because the accident occurred after May 1, 2021.

### ***Claims not in Dispute Notice***

10. In his submissions Mr. Egbo also claims \$18,600 for recreational benefits. He did not include this claim in the Dispute Notice. The Dispute Notice's purpose is to

define the issues and provide fair notice to ICBC of the claims against it. CRT Rule 1.19 says that the CRT will not issue an amended Dispute Notice after the dispute has entered into the tribunal decision process except in extraordinary circumstances.

11. Here, I find there are no extraordinary circumstances that warrant amending the Dispute Notice. So, I do not address Mr. Egbo's claim for recreational benefits.

### ***Increased claim amounts***

12. In his submissions, Mr. Egbo increased his claim for family enterprise benefits from \$7,900 to \$54,850, his claim for the caregiver benefit from \$9,850 to \$68,650, and his claim for income replacement benefits from \$34,320 to \$128,850. As CRT rule 1.1 sets out, I must apply CRT rules in a way that considers fairness and proportionality and that facilitates speedy, flexible, and informal processes. CRT rule 1.2 grants me broad discretion to waive or vary rules to facilitate fair and efficient dispute resolution. In the CRT's accident benefits jurisdiction, the degree of a person's entitlement can change significantly during the tribunal decision process.
13. While I must consider the specific language of rule 1.19 requiring extraordinary circumstances, I also must consider the CRT's overriding mandate to provide flexibility and increase access to justice. I find Mr. Egbo's request to increase the claimed amount does not change the underlying legal argument in either party's submissions. Further, ICBC provided submission on each benefit claimed, so I find it has not been prejudiced by the changes.
14. So, I have considered the revised amounts Mr. Egbo claims in submissions, and refer to those revised amounts throughout my decision.

## **ISSUES**

15. The issues in this dispute are:
- a. Whether Mr. Egbo is entitled to family enterprise benefits.

- b. Whether Mr. Egbo is entitled to caregiver benefits.
- c. Whether Mr. Egbo is entitled to permanent impairment compensation.
- d. Whether Mr. Egbo is entitled to further health care and rehabilitation benefits.
- e. Whether Mr. Egbo is entitled to income replacement benefits.

## **BACKGROUND, EVIDENCE, AND ANALYSIS**

16. As the applicant in this civil proceeding, Mr. Egbo must prove his claims on a balance of probabilities, meaning “more likely than not.” While I have read the parties’ submitted evidence and arguments, I only refer to those necessary to explain my decision.
17. As I noted above, Mr. Egbo was in an accident on June 3, 2023. In a July 14, 2023 extended medical report, Mr. Egbo’s general practitioner, Dr. Gurpaul Brar, diagnosed Mr. Egbo with soft tissue injuries to his neck, chest, back, and knees, and said he “suspected” a mild traumatic brain injury (concussion).

### ***Family Enterprise Benefits***

18. The IVA Division 11 and *Enhanced Accident Benefits Regulation* (EABR) Part 6 provide for family enterprise benefits and caregiver benefits. Family enterprise benefits reimburse the family enterprise for expenses incurred due to a family member’s inability to provide their regular unpaid services to the family enterprise because of accident-related injuries.
19. Mr. Egbo says his wife is a hairstylist who works from their home. He says that because he could not perform his family obligations, his wife suffered depression. He also says she could not continue to work as a hairstylist. He claims \$54,850 in family enterprise benefits.
20. Under IVA section 151, to be eligible for family enterprise benefits, Mr. Egbo must show he was working without remuneration in his wife’s hairstyling business at the

time of the accident. There is no evidence that Mr. Egbo actively participated in his wife's business. So, I dismiss his claim for family enterprise benefits.

### ***Caregiver benefits***

21. Under IVA Division 11 and EABR Part 6, caregiver benefits provide a weekly benefit to an insured person whose main occupation is providing unpaid care to another person or persons.
22. Mr. Egbo says that due to the accident, he hired a caregiver to take his children to school and care for his disabled child. He says he paid the caregiver \$25 per hour without receipts. He claims \$68,650 in caregiver benefits.
23. IVA section 152(1) says an insured is entitled to a caregiver benefit if their main occupation at the time of the accident is taking care of, without remuneration, one or more people under 16 years of age. The section explicitly excludes full-time earners from this benefit. Since I find below that Mr. Egbo was a full-time earner before the accident, I find he is not entitled to caregiver benefits, and I dismiss his claim for caregiver benefits.

### ***Permanent impairment compensation***

24. Entitlement to permanent impairment compensation is determined under the IVA and the *Permanent Impairment Regulation* (PIR). IVA section 129(1) says that if an insured sustains a permanent impairment as a result of the accident, they are entitled to a lump sum payment for the permanent impairment. PIR section 10(1) says an impairment is "permanent" when, following a "period of time sufficient for optimal tissue repair", the impairment has become static or has stabilized, and is unlikely to change significantly with further therapy.
25. Mr. Egbo asks for \$5,000,000 in permanent impairment compensation. He does not say which injury he claims is permanent or entitled him to compensation.
26. The only substantive medical evidence before me in this dispute is Dr. Brar's July 14, 2023 report. Dr. Brar does not comment on whether Mr. Egbo's sustained any

permanent impairment in the accident. In his affidavit, Mr. Egbo refers to medical reports from specialists and to imaging reports, but he did not provide those reports as evidence in this dispute.

27. Mr. Egbo relies on Dr. Brar's January 20, 2025 letter in support of Mr. Egbo's housing search. That letter states that Mr. Egbo's chronic hip pain from accident-related injuries is not likely to improve in his current situation. The letter says that he must have stable housing to "help him on the road to recovery."
28. First, I note the PIR does not provide permanent impairment compensation for chronic pain, which is the only condition Dr. Brar noted in the January 20, 2025 letter. Second, Dr. Brar's letter specifically indicates that Mr. Egbo's recovery is not complete, and that once his situation improves, his condition may improve.
29. So, I dismiss Mr. Egbo's claim for permanent impairment compensation for chronic hip pain.

### ***Health care and rehabilitation benefits***

30. Mr. Egbo says he has attended both physiotherapy and chiropractic treatments. He says he has paid \$9,280 for physiotherapy visits. He claims \$903,580 for past and future health care and rehabilitation benefits.

### **Lump sum payment**

31. ICBC says medical and rehabilitation benefits are not paid out in lump sums but are paid or reimbursed as they are incurred. Previous CRT decisions<sup>1</sup> have found there is nothing in the IVA or its regulations which allow for payment of treatments an insured has not attended. Though not binding on me, I agree with this reasoning and follow it here. I find Mr. Ergo is not entitled to a lump sum for medical and rehabilitation benefits.

### Reimbursement for treatments

32. I also considered whether ICBC should reimburse Mr. Egbo for treatments he says he has received.
33. Dr. Brar's July 14, 2023 report recommended Mr. Egbo attend physiotherapy and registered massage therapy. ICBC says it has funded 9 appointments and does not have evidence he attended further appointments.
34. Entitlement to health care, rehabilitation and related benefits is set out in IVA Part 10, Division 4, and EABR Part 5. IVA section 123(1) says that an insured is entitled to the payment or reimbursement of reasonable expenses incurred for necessary health care and prescribed services respecting a bodily injury arising from the accident. This means that before paying for treatment, ICBC must first determine if a health care service is both reasonable and necessary.
35. ICBC says that Mr. Egbo has not submitted an accident benefits application, and has not provided medical information or given his consent for ICBC to receive his medical information. Mr. Egbo did not provide any details of treatments he has attended, such as the dates or his own receipts for payment. As I noted above, he did not provide medical evidence in this dispute, despite ICBC's request.
36. Without the necessary medical evidence, I find I am not able to determine Mr. Egbo's entitlement to health care and rehabilitation benefits. So, I dismiss Mr. Egbo's claim for reimbursement of the treatments he alleges he has attended.

### Future treatments

37. Finally, I considered whether ICBC should fund future therapy treatments for Mr. Egbo.
38. From June 6, 2023 to January 20, 2025, Dr. Brar made referrals for Mr. Egbo to attend massage therapy, physiotherapy, and chiropractic therapy. As I noted above, ICBC says Mr. Egbo may be entitled to further health care and rehabilitation benefits, but it is not able to assess his entitlement without medical evidence.



39. I agree. In their referrals, Dr. Brar does not say the number of treatments Mr. Egbo may require. Dr. Brar does not say what injuries the treatments are to address, or explain how the treatments are reasonably necessary to facilitate Mr. Egbo's recovery from his injuries or address a decline in his physical function. There is no evidence of Mr. Egbo's current physical function or how it has changed since the accident. Without medical evidence, neither ICBC nor I are able to assess Mr. Egbo's entitlement to health care or rehabilitation benefits.
40. In the absence of supporting evidence, I find that Mr. Egbo has not proved that future treatments are reasonable or necessary for his recovery. I dismiss his claim for future therapy treatments.

#### Amount of coverage

41. Mr. Egbo's November 24, 2023 affidavit says that ICBC approved 25 physiotherapy sessions but would only cover \$89.13 of the cost of each session, and that he would have to pay the remaining amount. He says he personally paid the full amount of the treatments.
42. EABR section 19 sets out standard treatment fee limits for various types of covered therapies. To the extent that Mr. Egbo is claiming payment for treatments greater than the amount set out in EABR section 19, I find ICBC may only pay the amount set out in the legislation. I dismiss his claim.

#### ***Income replacement benefits***

43. Mr. Egbo claims \$128,850 for income replacement benefits. Prior to the accident, he was employed full-time with 49 Parallel Brewing. He says he has not been able to work since the accident.
44. ICBC says it paid Mr. Egbo \$1,839.60 in income replacement benefits based on an estimate of his entitlement from the limited information it has received. It says it requires further information in order to further calculate Mr. Egbo's entitlement to income replacement benefits.

45. As I noted above, IVA Part 10 applies to accidents that occur on and after May 1, 2021, which includes Mr. Egbo's accident. IVA Division 6 provides for income replacement benefits for people who are unable to work because of an accident.
46. Mr. Egbo's employer confirmed that Mr. Egbo received short-term disability benefits and then long-term disability benefits through his employment. His employer also provided copies of the Group Benefit Plan booklets which I infer apply to Mr. Egbo's entitlement under those plans. The employer would not provide further information without Mr. Egbo's consent to release the information.
47. Under IVA section 122(2) and EABR section 18(2), if a person receives payment for a loss covered by the IVA from other sources, including an employment-related compensation plan, then ICBC must only pay the amount of the benefit that exceeds the payment received from the other source. In other words, this means ICBC must deduct Mr. Egbo's short- and long-term disability payments from the income replacement benefits it must otherwise pay.
48. Here, although ICBC requested information on numerous occasions, Mr. Egbo did not provide evidence or information about the amount, frequency, or duration of his short-term or long-term disability benefits.
49. I find that without the necessary underlying evidence, Mr. Egbo has not proved his entitlement, so I dismiss Mr. Egbo's claim for income replacement benefits.
50. I note that ICBC says it will reassess Mr. Egbo's entitlement to income replacement benefits when it receives the information necessary to calculate those benefits.

## **FEES AND EXPENSES**

51. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to the recovery of their CRT fees and dispute-related expenses. As Mr. Egbo was not successful, I find he is not entitled to reimbursement of his CRT fees. Since ICBC was successful, I find it is entitled to reimbursement of \$25 in paid CRT fees. Neither party claimed any dispute-related expenses.

## ORDERS

52. Within 21 days of this decision, I order Mr. Egbo to pay ICBC \$25 as reimbursement for CRT fees.
53. I dismiss Mr. Egbo's claims.
54. This is a validated decision and order. Under CRTA section 57 and 58, a validated copy of the CRT's order can be enforced through the Supreme Court of British Columbia or the Provincial Court of British Columbia if it is under \$35,000. Once filed, a CRT order has the same force and effect as a court order.

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Deanna Rivers, Tribunal Member

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<sup>1</sup> For example, *Yun v. ICBC*, 2023 BCCRT 880.