



Civil Resolution Tribunal

Date Issued: May 28, 2025

File: AB-2023-006674

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Ng v. ICBC*, 2025 BCCRT 708

BETWEEN:

MARVIN NG

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers, Vice Chair

INTRODUCTION

1. This dispute is about entitlement to permanent impairment compensation.
2. On June 28, 2021, Marvin Ng was struck by a vehicle while cycling in Richmond, British Columbia. Mr. Ng injured his right wrist in the accident. In the Dispute Notice,

he claims permanent impairment compensation and health and rehabilitation benefits, though his submissions address only address the merits of his permanent impairment compensation. While the respondent insurer, Insurance Corporation of British Columbia (ICBC) has paid \$3,349.39 for permanent impairment compensation, Mr. Ng says he is entitled to more. He claims an additional \$40,610.

3. ICBC says it paid Mr. Ng all requested healthcare and rehabilitation benefits and that he has not explained what further benefits he seeks. ICBC also says it properly calculated and paid Mr. Ng's entitlement to permanent impairment compensation. It asks me to dismiss Mr. Ng's claims.
4. Mr. Ng is self-represented. ICBC is represented by an employee.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal has jurisdiction over accident claims brought under *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.
6. 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.
7. CRTA section 39 says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. This is a technical matter on which my decision is made on the medical evidence and the applicable legislation and regulations. An oral hearing would not assist me in determining the issues. 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.

8. 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 a court of law.

HEALTH CARE AND REHABILITATION

9. As I note above, in the Dispute Notice, Mr. Ng claimed health care and rehabilitation benefits. Specifically, he claimed ongoing treatment for pain and numbness, such as physiotherapy or massage treatments. However, in his final reply submissions, Mr. Ng said he is not seeking further physiotherapy or massage, as they were not providing any relief. So, I dismiss his claim for health care and rehabilitation benefits.
10. I note that ICBC has a continuing obligation to assess Mr. Ng's entitlement to health care and rehabilitation benefits under *Enhanced Accident Benefits Regulation* section 19. Nothing prevents Mr. Ng from seeking further treatment for his accident injuries from ICBC, though he must still prove it would facilitate his recovery or address a decline in his physical function.

ISSUE

11. The sole remaining issue in this dispute is Mr. Ng's entitlement to permanent impairment compensation.

BACKGROUND, EVIDENCE AND ANALYSIS

12. In a civil claim such as this, Mr. Ng, as applicant, must prove his claims on a balance of probabilities, meaning "more likely than not". While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.

13. On June 28, 2021, Mr. Ng was injured in a motor vehicle accident. The parties agree he suffered a permanent impairment from a central perforation to his right wrist's triangular fibrocartilage complex (TFCC).
14. *Insurance (Vehicle) Act* section 129 entitles a person to a lump sum payment for permanent impairments caused by a motor vehicle accident. ICBC must determine the amount of compensation for the impairment using the *Permanent Impairment Regulation* (PIR).
15. Under the PIR, ICBC must determine an injured person's "permanent impairment rating" by comparing their injuries and impairments to pre-determined percentage amounts set out in the PIR. ICBC must give a percentage amount "permanent impairment component" for each injury entitling a person to compensation.
16. ICBC must then add the permanent impairment components together to establish a total percentage, and adjust it based on any enhancement entitlements, such as for injuries to the same body part on both sides (for example, both wrists). The result of that calculation is the permanent impairment rating.
17. ICBC must then pay compensation by multiplying the permanent impairment rating by the fixed sum amount for non-catastrophic injuries, adjusted yearly based on the consumer price index. Compensation is calculated based on the accident date.
18. In plain language, the previous three paragraphs mean a person who is permanently hurt will get a percentage of a fixed compensation sum, which in 2021 was \$167,465.
19. PIR section 16 specifically addresses TFCC tears and provides a 2% impairment rating. In a June 16, 2022 letter, ICBC determined Mr. Ng's was entitled to this amount, and paid him \$3,349.30 in permanent impairment compensation. Neither party disputes that calculation nor Mr. Ng's entitlement to it.

Withdrawn Arguments

20. In his initial submissions, Mr. Ng argued he should be entitled to an enhancement factor for symmetrical body parts and compensation for lost range of motion. However, after reviewing ICBC's position, Mr. Ng withdrew those claims in his final reply submissions, so I have not considered them further.

Additional Impairment Components

21. Mr. Ng's remaining claims are for additional permanent impairment components that he says ICBC must consider in determining his rating. They are:

- a. Carpal instability – PIR Schedule section 16
- b. Wrist and hand – non-bony disruption – PIR Schedule section 15
- c. Sensory impairment – Right thumb and index finger – PIR Schedule section 79

Carpal Instability – PIR Schedule section 16

22. In a June 16, 2023 letter, ICBC formally denied Mr. Ng's request for a permanent impairment benefit relating to carpal instability under PIR Schedule section 16(2).

23. Mr. Ng now claims an additional 10% permanent impairment factor for moderate carpal instability. He says ICBC failed to properly assess his carpal instability by depending upon the need for radiological imaging and criticizes ICBC for depending upon the PIR in doing so. Mr. Ng instead suggests diagnostic criteria proposed by ChatGPT for determining carpal instability.

24. As ICBC correctly argues, it is bound by the PIR's requirements. PIR Schedule section 16(2) says carpal instability **must** be determined by radiological appearance, including carpal height, carpal translation, and degree of joint arthrosis.

25. ICBC communicated the challenge with Mr. Ng's evidence to him in a February 15, 2023 email. At that time, on the suggestion of its internal Clinical Advisory Group, ICBC suggested Mr. Ng pursue either an MRI with or without gadolinium

arthrography, a CT with or without an arthrogram, or x-rays with clenched views to show widening of the joint structure.

26. Notably, as ICBC points out, Mr. Ng's family doctor, Dr. Sandy Chan, ordered x-rays of Mr. Ng's right wrist to address suspected carpal instability. Both January 4 and April 11 x-ray results of Mr. Ng's right wrist were normal, meaning they did not show any identifiable issues.¹ The April 11 x-ray specifically confirms the x-ray was of a clenched fist showing no significant widening of the scapholunate interval and that joint spaces were maintained.
27. I also note that in an April 26 addendum report to the April 11 x-ray, Dr. V.J. Lail said that if carpal ligamentous injury was a "strong" clinical consideration, an MRI would be a more sensitive means of assessment.
28. Since Mr. Ng's physician never ordered such an MRI, I draw an inference they did not seriously consider Mr. Ng to have a carpal ligamentous injury. ICBC says that since Mr. Ng has no radiological evidence showing carpal instability as required by PIR Schedule section 16(2), he has not proved he is entitled to further permanent impairment compensation. I agree.
29. Mr. Ng says his chiropractor, Dr. Chester Lai, observed misalignment in his wrist's carpal bones, which was an indication of carpal instability. While Mr. Ng did not provide any records from Dr. Lai, even if he had, I find ICBC would still be bound by the requirements of PIR Schedule 16(2) to determine instability using radiological evidence.
30. So, I find Mr. Ng has not proved he is entitled to a permanent impairment factor for carpal instability, and I dismiss his claim.

¹ The April 26, 2023 x-ray report made what it called an "incidental note" of a small bone island in the lunate, but also confirmed the x-ray showed no acute bone or joint abnormality.

Wrist and hand – non-bony disruption – PIR Schedule section 15

31. Mr. Ng argues that he is entitled to a further 1% permanent impairment component for permanent damage to soft tissues in his right wrist, other than those compensated by the 2% TFCC.
32. Unlike his claim for carpal instability, ICBC has not apparently provided a letter dismissing Mr. Ng's claim for compensation for a non-bony disruption. Instead, it argues in submissions that Mr. Ng has not proved he is entitled to further compensation.
33. In support of his claim, Mr. Ng cites PIR Schedule section 15, which applies to wrist and hand ligamentous and other soft tissue disruptions, which is to say, non-bony disruptions.
34. ICBC argues that Mr. Ng has not proven there is a difference between his TFCC tear, for which he has been compensated, and any non-bony disruption he claims under section 15.
35. Neither party provides a definition of non-bony disruption on which I can rely.
36. Mr. Ng cites ChatGPT for a definition of non-bony disruptions, however he only provided an external link to a ChatGPT discussion. The CRT does not typically accept website links because the information behind the link can change. While, in some circumstances, the CRT may ask parties to resubmit evidence if it is particularly critical to the issue, that is not the case here.
37. In any event, generative artificial intelligence, such as ChatGPT, is not so intrinsically reliable that I am prepared to accept it as evidence. For example, in one recent CRT decision, a party submitted conversations they had with Microsoft CoPilot, a program similar to ChatGPT, that seemingly "hallucinated" cases that did not exist.² While the applicant here is relying on ChatGPT for a medical definition instead of a legal precedent, I have the same underlying concerns. Even had Mr.

² See: *Geismayr v. The Owners, Strata Plan KAS 1970*, 2025 BCCRT 217

Ng provided a definition of “non-bony disruption” from ChatGPT, I would have given it no weight whatsoever.

38. That said, using a plain language reading, I accept that a relevant non-bony disruption is one that impacts the non-bony parts of Mr. Ng’s hand or wrist. This can include any soft tissues in his hand or wrist that he proves have been partially or completely disrupted as a result of the accident.
39. In support, Mr. Ng refers me to his January 6, 2022 MRI report to prove he has damage to his soft tissues that go “beyond” his TFCC tear. Dr. Tyler Coupal writes in the MRI report that Mr. Ng has thickening and intrasubstance signal within his dorsal intercarpal ligament.
40. Mr. Ng’s TFCC and dorsal intercarpal ligament are different structures within his hand and wrist. I am not persuaded by ICBC’s argument that they are the “same” injury. I also find the PIR supports Mr. Ng’s position that a party may be entitled to compensation factors for both non-bony disruptions and TFCC tears, where they are distinct injuries.
41. Despite that, I find Mr. Ng has not proved he is entitled to a further award for non-bony disruption. This is because Dr. Coupal suggested two possible causes for the injury to his dorsal intercarpal ligament.
42. First, Dr. Coupal acknowledges the thickening and intrasubstance signal could be traumatic in origin. Given the injury’s location and the apparent onset of symptoms, I find any such trauma would most likely be related to the accident. However, Dr. Coupal also notes capsular thickening with capsular/pericapsular edema (swelling) and carpal osseous erosive changes. He suggests these issues could be the result of an underlying inflammatory arthropathy. Since he says the origin of Mr. Ng’s dorsal intercarpal ligament symptoms “could” be traumatic, I find it clear he is implying it could also be the result of his suspected arthropathy. Dr. Coupal does not comment on whether any underlying arthropathy is related to Mr. Ng’s accident.

43. IVA section 129 requires permanent impairment to be a result of an accident. Here, the only reference I can find to a potential investigation of an underlying arthropathy is one line in a July 4, 2022 note by Dr. Chan that Mr. Ng had “no pre-existing issues and inflammatory markers.” Since Dr. Coupal suggests only two potential causes for the damage to Mr. Ng’s dorsal intercarpal ligament, I find Mr. Ng has met his burden, on a balance of probabilities, of establishing the cause of the disruption his dorsal intercarpal ligament. However, Dr. Coupal does not suggest the origin of any other conditions listed in the MRI report are trauma-related, so I find Mr. Ng has not proved they are causally related to his accident.

44. I find further support for my conclusion by noting that despite Dr. Coupal’s suggestion of an underlying inflammatory condition, there is no evidence before me of any such ongoing investigation.

45. Given the evidence in the MRI report, and I find Mr. Ng has proven he sustained a non-bony disruption to his dorsal intercarpal ligament. However, that does not end the matter.

46. While I find satisfied Mr. Ng’s dorsal intercarpal ligament injury was caused by the accident and is distinct from his TFCC injury, I do not have any evidence the injury was permanent or remains an ongoing issue. The January 6, 2022 MRI report is the most recent reference to a dorsal intercarpal ligament injury. I do not have any later evidence to confirm the injury, or impairment from it, remains. What’s more, I do not have any evidence about the typical time such an injury would take to heal, such that I can find it was permanent at the time of the January 6, 2022 MRI.

47. Given that there have been no related investigations or follow-ups with Mr. Ng’s medical care team relating to this injury, or any description of symptoms causally related to it, I find the injury to Mr. Ng’s dorsal intercarpal ligament did not result in any permanent impairment.

48. Mr. Ng bears the burden of proving all elements of his claim. I find he has not proved he has any permanent injury to his dorsal intercarpal ligament or impairment

arising from it. I dismiss his claim for permanent impairment compensation for a non-bony disruption to his dorsal intercarpal ligament.

Sensory Impairment – Right thumb and index finger – PIR Schedule section 79

49. Mr. Ng complains of numbness in his right thumb and index finger. While he initially said he only felt impairment while riding his bicycle, in his final reply submissions, Mr. Ng says he feels numbness in his thumb daily, and in both his index finger and thumb when he rides a bicycle. ICBC's sole argument is that Mr. Ng has not demonstrated permanent impairment based on the fact he only felt numbness while riding his bicycle.
50. PIR Schedule Division 4 addresses impairments to the peripheral nervous system. Section 76 addresses sensory impairment, such as that described by Mr. Ng, generally, and section 79 provides percentages for impairment to the median nerve, which includes both the thumb and index finger.
51. In reply submissions, Mr. Ng said his family doctor initially made a referral for electromyography (EMG) testing in January 2023, and made the referral again in January 2025. In his submissions, Mr. Ng says that as of April 2025, he had not yet received EMG testing.
52. I find it clear the EMG testing results would help establish Mr. Ng's entitlement to any award for sensory impairment. Unlike with respect to his claim for carpal instability and non-bony disruptions, investigations regarding Mr. Ng's sensory impairment remain obviously ongoing. This implies that his physicians have not yet confirmed the nature or extent of his injuries such that I can assess their cause or their permanence.
53. ICBC makes clear in its submissions that it has an ongoing obligation to assess Mr. Ng's evidence and pay compensation for permanent impairment. Specifically, it says it refers to its permanent impairment compensation awards as ones made "to date" and says it will continue to pay for all benefits to which Mr. Ng is entitled.

54. I find this means ICBC intends to allow Mr. Ng to continue to present evidence where a final decision is not yet appropriate. That is the case here. Mr. Ng may yet receive evidence of sensory impairment and provide it to ICBC, who will then make a decision with respect to his entitlement to permanent impairment compensation. Should Mr. Ng disagree with that decision, he is able to bring a further claim to the CRT.

55. For those reasons, I find Mr. Ng's application for permanent impairment compensation related to sensory impairment is premature. While I dismiss this claim for now, I do so without prejudice to his right to bring this matter back to the CRT in due course, if necessary.

56. As an aside, I note that Mr. Ng makes clear he brought his application, at least in part, because of a concern that he had only had 2 years from his accident date to bring his claim to the CRT.

57. However, as set out by CRTA section 13, the *Limitation Act* applies to CRT claims. *Limitation Act* section 6 says a basic claim begins 2 years after a claim is discovered. That means limitation date for bringing a claim for accident benefits is not necessarily 2 years from the accident date, but 2 years from the day on which the claim was reasonably discovered.

58. I find that ICBC must reject Mr. Ng's claim for the compensation he claims, such as it did in its June 6, 2023 letter relating to carpal instability, for his limitation period to begin to run. Since ICBC has not yet denied Mr. Ng's claim for sensory impairment, he cannot know that he has a claim to pursue with the CRT.

FEES, EXPENSES AND INTEREST

59. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Mr. Ng was not successful, he is not entitled to reimbursement of his tribunal fees. Since ICBC was successful, I find Mr. Ng must reimburse ICBC \$25 in tribunal fees.

ORDER

60. Within 21 days of the date of this decision, I order Mr. Ng to pay ICBC a total of \$25 as reimbursement for tribunal fees.
61. ICBC is also entitled to post-judgment interest under the *Court Order Interest Act*.
62. I order Mr. Ng's claims dismissed.
63. This is a validated decision and order. Under section 57 and 58 of the CRTA, 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 an order of the court in which it is filed.

Christopher C. Rivers, Vice Chair