



# Civil Resolution Tribunal

Date Issued: July 10, 2025

File: AB-2024-000389

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Fullwood v. ICBC*, 2025 BCCRT 929

BETWEEN:

MALCOM FULLWOOD

**APPLICANT**

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. On September 15, 2022, Malcom Fullwood was injured in a motor vehicle accident. He claims health care and rehabilitation benefits, activities of daily living benefits,

and permanent impairment compensation from the respondent insurer, Insurance Corporation of British Columbia (ICBC). Mr. Fullwood represents himself.

2. ICBC says I should dismiss Mr. Fullwood's claims. It says it paid \$15,493.86 in permanent impairment compensation for his right shoulder injury and it owes nothing further. It also says it paid for all the health care and rehabilitation appointments Mr. Fullwood attended. An authorized employee represents ICBC.

## **JURISDICTION AND PROCEDURE**

3. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The 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 jurisdiction over the determination of entitlement to accident benefits.
4. 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 42 of the CRTA 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.
6. Section 39 of the CRTA says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate. As I discuss below, Mr. Fullwood's evidence was limited on some issues such as his health care treatment expenses and the impact of his injuries on his activities of daily living. As noted in *Goundar v. Sibley*, 2025 BCCRT 36, the CRT must attempt to accommodate self-represented litigants to ensure they are able to present their case in full. However, this must be

balanced against the need for impartiality. In this dispute, I find that Mr. Fullwood has had fair notice, through the CRT's facilitation process, about what he needed to provide to prove his entitlement. He has had a reasonable opportunity to present his case. I find that it would cross the line into impermissible advocacy for me to call an oral hearing or ask further questions in these circumstances. Bearing in mind the CRT's mandate that includes quick and economical resolution of disputes, I decided to adjudicate this dispute on the written materials before me, without an oral hearing.

## **ISSUES**

7. The issues in this dispute are:
  - a. Is Mr. Fullwood entitled to a higher amount of permanent impairment compensation?
  - b. Is Mr. Fullwood entitled to further health care and rehabilitation benefits?
  - c. Is Mr. Fullwood entitled to activities of daily living benefits?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

8. As the applicant in this civil proceeding, Mr. Fullwood must prove his claims on a balance of probabilities, meaning more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. On September 15, 2022, Mr. Fullwood was rear-ended. He was 79 and retired. The day after the accident, he saw his family physician, Dr. Gagandeep Arora. As described in Dr. Arora's notes, Mr. Fullwood presented with pain in his neck and upper back, numbness down his right arm, reduced right arm grip strength, tenderness in his upper cervical paraspinal areas, and restricted cervical range of motion. Dr. Arora prescribed a muscle relaxant and recommended physiotherapy

and massage therapy with a follow-up within 2 weeks to determine whether a CT scan was necessary.

10. On September 26, 2022, Mr. Fullwood began regular visits to a chiropractor, Dr. Janet Belliveau. It is undisputed that in Mr. Fullwood's community there are limited physiotherapy and kinesiology services available, and that Dr. Belliveau's clinic includes a full gym space where Mr. Fullwood engaged in strengthening exercises during his sessions.
11. When Mr. Fullwood continued to experience right arm weakness and limited range of motion, Dr. Arora requested x-ray and CT scans. From those scans, Dr. Arora concluded that Mr. Fullwood had degenerative disc disease and stenosis that, "along with the traumatic whiplash" from the accident, produced a significant nerve root injury in his cervical spine, resulting in weakness and pain in his right arm.
12. In December 2022, an ultrasound confirmed a "focal full thickness tear" of Mr. Fullwood's supraspinatus tendon. The supraspinatus is one of the muscles that make up the shoulder's rotator cuff. Dr. Arora said this tear likely resulted in Mr. Fullwood's chronic pain and range of motion deficits in his right shoulder. She was confident the MVA was the sole cause of this rotator cuff tear as Mr. Fullwood had not experienced previous shoulder injuries or trauma.
13. Mr. Fullwood generally attended chiropractic appointments with Dr. Belliveau twice weekly until early February 2023, and then weekly.
14. On July 5, 2023, Dr. Arora said Mr. Fullwood still had limitations with overhead movements and weakness in right grip strength from the rotator cuff tear. Dr. Arora expected Mr. Fullwood to recover with "further physio" and strengthening. He recommended another 3-6 months of physiotherapy before reassessment.
15. Mr. Fullwood continued with his weekly chiropractic appointments until November 2023 when ICBC stopped funding his appointments. I return to this below.

16. Mr. Fullwood says the accident has reduced his enjoyment of life. He has given up golfing, travels less, and no longer spends time caring for his yard and garden because of the pain he experiences. He says his wife reduced her working days to help him with his daily tasks and do more of the household chores. He is concerned that if she continues to reduce her hours, they will lose her employer-provided health benefits. I acknowledge at the outset that in the Dispute Notice generated at the outset of this dispute, Mr. Fullwood appeared to be claiming \$2,000 per month for the remainder of his life to cover his wife's lost wages and extended benefits. He did not provide submissions or evidence to substantiate this. Even if he did, I note that remedies such as compensation for a spouse's lost work hours, or the cost of future care, or housekeeping capacity, are tort damages. The *Insurance (Vehicle) Act* (IVA) section 115 prohibits such tort claims. Instead, for accidents, like this one, that occurred after May 1, 2021, insureds are entitled to enhanced accident benefits under the IVA. This is what I consider below.

***Is Mr. Fullwood entitled to a higher amount of permanent impairment compensation?***

17. In the Dispute Notice, Mr. Fullwood appeared to be claiming either \$50,000 or \$500,000 in permanent impairment compensation. In submissions, he clarifies that he is seeking \$60,000 in permanent impairment compensation. He does not say for which impairment, nor does he explain how he arrived at this figure.
18. IVA section 129(1) says if an insured suffers a permanent impairment from an accident, they are entitled to a lump sum payment for that impairment. Section 129(2) requires ICBC to calculate the compensation according to the regulations. The applicable regulation is the *Permanent Impairment Regulation* (PIR).
19. ICBC says Mr. Fullwood's full thickness rotator cuff tear met the criteria for permanent impairment compensation set out in section 5(2) of the PIR's schedule. That yields a straightforward 5% permanent impairment component.

20. ICBC also says Mr. Fullwood's right shoulder range of motion loss met the criteria for permanent impairment compensation set out in section 7 of the PIR's schedule. ICBC says this works out to 4%, but it does not explain how it arrived at this figure. Presumably, it used Dr. Arora's August 24, 2023 range of motion loss report, which assessed Mr. Fullwood's range of motion in flexion-extension, abduction-adduction, and internal/external rotation. Applying Dr. Arora's findings, I find that the permanent impairment components are 2% for flexion-extension, 1% for abduction-adduction, and 1% for rotation, which total 4%.
21. PIR section 5 says where more than one permanent impairment applies, the permanent impairment component must be determined by a formula. This formula is  $C=A+(B(1-A))$ , where A is the highest percentage permanent impairment component, and B is the second highest permanent impairment component.
22. Here, the formula results in a 9% permanent impairment component. PIR section 9 says the permanent impairment compensation is this figure multiplied by \$167,465. PIR section 10 and the *Enhanced Accident Benefits Regulation* (EABR) section 8 say the \$167,465 must be adjusted for the consumer price index to the date of the accident. I accept ICBC's \$172,154 adjusted figure, which Mr. Fullwood does not challenge. This means Mr. Fullwood is entitled to \$15,493.86 in permanent impairment compensation.
23. Mr. Fullwood does not say what other permanent impairment he has, nor does he challenge any of ICBC's determinations or arithmetic. I am unable to find any errors in ICBC's conclusions or calculations. So, I dismiss this aspect of Mr. Fullwood's claim.
24. ICBC attempted to pay Mr. Fullwood \$15,493.86 in January 2024. Mr. Fullwood says he did not accept the payment, and I accept that he likely did not deposit the cheque. However, I find this is not a reason to make an order against ICBC to do what it has already done. If Mr. Fullwood is unable to deposit the cheque, he may ask ICBC to reissue the cheque.

***Is Mr. Fullwood entitled to further health care and rehabilitation benefits?***

25. IVA section 123 and EABR section 19 together say that an insured is entitled to payment or reimbursement of reasonable expenses incurred for health care services that are provided to facilitate recovery from bodily injury or to address a decline in physical or mental function because of their bodily injury. The benefits are paid or reimbursed as they are incurred, rather than being paid as lump sum compensation.
26. ICBC funded 56 chiropractic treatments and 6 appointments with Dr. Arora. Mr. Fullwood says ICBC stopped paying for chiropractic treatment as a cost-saving measure that was inconsistent with the “pain management and ongoing care still required”. Mr. Fullwood says ICBC should pay for weekly chiropractic treatment, which he estimates at \$4,940 per year. He also says he is seeking reimbursement of privately paid costs to date. However, he does not provide receipts, or say how much he has spent, or when he attended these appointments, so I cannot make any orders about treatment costs he has allegedly incurred.
27. ICBC approved three chiropractor treatment plans that Dr. Belliveau submitted. The first was on January 30, 2023, the second was on May 4, 2023, and the third was on September 6, 2023. The third treatment plan indicated that Dr. Belliveau expected Mr. Fullwood to return to pre-accident function by the November 15, 2023 discharge date. ICBC approved the treatment plan in an email stating that “this will be the last approved treatment block” and asking Dr. Belliveau to provide Mr. Fullwood with an independent program he can do on his own.
28. Dr. Belliveau did not submit any further treatment plans. In a January 6, 2025 email to the CRT, Dr. Belliveau explained that she did not submit any further treatment plan for Mr. Fullwood because ICBC made it seem as though there was no possibility of another treatment plan being accepted. She confirmed that Mr. Fullwood did not fully recover to pre-accident function by November 15, 2023. ICBC says that it said it would not approve further treatments because the treatment plan indicated Mr. Fullwood was expected to return to pre-accident function by the

discharge date. If that did not happen, ICBC says Mr. Fullwood was free to submit further treatment plans.

29. In a March 14, 2025 letter, Dr. Arora said Mr. Fullwood was not a good surgical candidate so the decision was made with him to pursue “conservative ongoing care, which requires regular chiropractic manipulation and physical therapy as needed.” He added that Mr. Fullwood would likely require this “maintenance therapy on an ongoing indefinite basis.”
30. In a March 28, 2025 letter, Dr. Belliveau said cold laser therapy, soft tissue therapy, and exercises have been helpful in managing Mr. Fullwood’s injuries. She said he would benefit from ongoing chiropractic care and maintenance therapy to manage his condition effectively.
31. ICBC says it is not sufficient for the medical evidence to vaguely state that there could be some general or symptomatic improvement, such as pain relief or symptom maintenance. Rather, there must be evidence that the treatment will result in a physical or functional improvement. I agree that to prove entitlement to further benefits, the evidence must show a likely improvement, or at least prevention of a loss of function. However, Dr. Belliveau’s letter went on to say that when there have been gaps between appointments, Mr. Fullwood’s restriction in range of motion and pain levels begin to further inhibit his activities of daily living. This suggests treatments are preventing a loss of function. This is consistent with Dr. Belliveau’s assertion that she would have continued treatment but for the misunderstanding that no further treatment plans would be approved. As well, treatment records show that Mr. Fullwood shoulder adduction strength was improving, so it cannot be said that he is simply receiving pain relief or symptom management. Overall, I am satisfied that additional treatments will facilitate partial recovery and address the decline in function in Mr. Fullwood’s right shoulder. So, I order ICBC to fund a minimum of eight additional chiropractic treatments.



***Is Mr. Fullwood entitled to activities of daily living benefits?***

32. In the body of his Dispute Notice, and in submissions, Mr. Fullwood appeared to claim activities of daily living (ADL) benefits. ICBC takes issue with Mr. Fullwood's failure to include a specific remedy related to ADL benefits, but I find the specific remedy is less important than the issue itself. I find ICBC had adequate notice of the issue.
33. Mr. Fullwood seeks assistance with "unforeseen cost of living expenses" such as hiring help in the home, with his garden and yard, and cleaning services. I find he is claiming ADL benefits under IVA section 125(1). Under that section and EABR Part 5, Division 3, an insured is entitled to reimbursement or payment of reasonable and necessary expenses incurred by the insured to assist them with ADLs, up to a prescribed amount. To be eligible for ADL benefits, the insured must be unable to perform ADLs without assistance, and must have been performing the ADLs before the accident.
34. The chiropractor progress reports in evidence identify Mr. Fullwood's affected ADLs as driving and yard work. Both are prescribed ADLs under the legislation. However, the reports do not suggest that Mr. Fullwood is unable to perform these activities. The most recent report, dated August 31, 2023, said Mr. Fullwood could drive up to an hour before experiencing aches in his arm. It did not clearly state how much driving Mr. Fullwood had to do, but it said the hospital was 30 minutes away and anything "in city" was over an hour away. The progress report said Mr. Fullwood could do 30 minutes of yard work but it aggravated his pain the next two or three days. Mr. Fullwood did not provide much evidence about how often, or how long, he needed to drive or do yard work.
35. I agree with ICBC that Mr. Fullwood does not meet the requirement of being unable to perform ADLs without assistance. IVA section 125(1) does not say that Mr. Fullwood should be able to do the activities without pain in the moment, or after. There is little evidence that Mr. Fullwood is unable to meet his driving requirements, albeit with some pain. There is no evidence about how much yard work Mr.

Fullwood needs to do in any given time period, so I cannot conclude that he is unable to manage his obligations with 30 minutes of yard work every few days. With that, I find Mr. Fullwood has not established eligibility for ADL benefits, and I dismiss that aspect of his claim.

## **FEES, EXPENSES AND INTEREST**

36. 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. Mr. Fullwood was partially successful. He paid \$125 in CRT fees.
37. Mr. Fullwood claims \$75 for a doctor's letter supported by a receipt. I allow that expense. He also claims \$75 for a letter from his chiropractor but he did not provide a receipt, so I do not allow it.
38. Mr. Fullwood's total CRT fees and approved expenses were \$200. ICBC paid \$25 in CRT fees. On balance, I order ICBC to reimburse Mr. Fullwood \$100.

## **ORDERS**

39. Within 14 days of the date of this decision, I order ICBC to approve and fund a minimum of 8 chiropractic treatment sessions for Mr. Fullwood.
40. Within 14 days of the date of this decision, I order ICBC to pay Mr. Fullwood \$100 in CRT fees and dispute-related expenses.
41. I dismiss Mr. Fullwood's remaining claims.

42. This is a validated decision and order. Under CRTA sections 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 an order of the court that it is filed in.

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Micah Carmody, Tribunal Member