



Civil Resolution Tribunal

Date Issued: July 21, 2025

File: AB-2023-002914

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Broad v. ICBC*, 2025 BCCRT 1006

BETWEEN:

RICHARD PETER BROAD

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Nyhuus

INTRODUCTION

1. This dispute is about entitlement to permanent impairment compensation.
2. On November 29, 2021, the applicant, Richard Peter Broad, was in a motor vehicle accident in Nanaimo, British Columbia. Mr. Broad says that he suffered permanent

injuries to his left eye as a result of the accident. He claims permanent impairment compensation from the respondent insurer, Insurance Corporation of British Columbia (ICBC). Mr. Broad represents himself.

3. ICBC says Mr. Broad is not entitled to permanent impairment compensation. It asks me to dismiss his claims. An authorized employee represents ICBC.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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. 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.
7. 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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate. In this case, I required further evidence from the parties, which I discuss in more detail below.

Preliminary Decision

8. Prior to publishing this decision, I informed the parties that (1) I had made a preliminary decision that Mr. Broad suffered a permanent injury in the accident, and (2) there was not enough evidence to determine the proper compensation under the *Insurance (Vehicle) Act* (IVA) and *Permanent Impairment Regulation* (PIR). So, I asked the parties to provide submissions about how to determine Mr. Broad's compensation.
9. In response, ICBC requested more time to ask further questions of Mr. Broad's ophthalmologist, Dr. Rob Piemontesi, which I granted. ICBC obtained Dr. Piemontesi's opinion and provided further submissions. Mr. Broad also provided further submissions. I have reviewed these additional submissions and Dr. Piemontesi's opinion in making my decision.

ISSUE

10. The issues in this dispute are whether Mr. Broad is entitled to permanent impairment compensation, and if so, how much.

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil claim such as this, Mr. Broad, 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.
12. On November 29, 2021, a third party driver rear-ended Mr. Broad's vehicle while Mr. Broad was stopped at a red light. He says the accident caused vitreous matter to break free in his left eye, leaving a permanent pink dot or "floater" blocking part of his vision.
13. Dr. Piemontesi examined Mr. Broad and diagnosed a posterior vitreous detachment (PVD) in his left eye, causing the floater. Dr. Piemontesi also found that the accident

likely caused the PVD. This opinion is consistent with those of Dr. Steve Roberts, another ophthalmologist who examined Mr. Broad, and Mr. Broad's optometrists, Dr. Sheila Pratt and Dr. Jonathan Lam. So, I find that the accident caused Mr. Broad's PVD which resulted in the floater impacting his vision.

Did Mr. Broad suffer a permanent impairment?

14. IVA section 129(1) says that if an insured suffers a permanent impairment arising from an accident injury, the insured is entitled to a lump sum payment for that impairment. Section 129(2) requires ICBC to use the PIR to calculate and determine the insured's entitlement to compensation.
15. PIR section 10(1) says an impairment is "permanent" when, following a "period of time sufficient for optimal tissue repair", the impairment (1) has become static or has stabilized, and (2) is unlikely to change significantly with further therapy. Section 10(2) says ICBC must not pay compensation until the impairment is permanent.
16. For the following reasons, I find Mr. Broad's eye injury is likely static or stabilized and unlikely to change with further therapy.
17. According to ICBC's notes, on May 6, 2022, an ICBC adjuster asked Dr. Lam whether Mr. Broad's injury can be repaired or treated. Dr. Lam said that the risks of performing a procedure are too high in Mr. Broad's case. He said Mr. Broad's PVD cannot be treated or repaired and that it will not get better or worse over time. He described the injury as "permanent" and "static".
18. No other eye specialists who provided evidence in this matter contradict Dr. Lam's assessment. The medical evidence shows that Mr. Broad's PVD has been stable for over 3 years and that his eye specialists have neither recommended a treatment nor expected his PVD to improve. So, I find that Mr. Broad's impairment is likely permanent.

What is the proper compensation?

19. Having found that Mr. Broad suffered a permanent impairment in an accident, I turn to the PIR to determine the proper compensation.
20. Mr. Broad's claim is complicated by the fact that the medical evidence shows that he is also suffering from vision loss as a result of glaucoma damage unrelated to the accident. On February 22, 2025, Dr. Piemontesi told ICBC that there is a difference between his visual disturbance from the floater and vision loss from his glaucoma. I understand Dr. Piemontesi to mean that Mr. Broad's vision is being impaired by both the PVD and the glaucoma in different ways. He says the glaucoma is causing vision loss, while the PVD is causing a "visual disturbance". However, Dr. Piemontesi's opinion did not explain the impact of the PVD on Mr. Broad's vision, in isolation from the glaucoma.
21. As I mentioned, I asked the parties for further submissions on the proper calculation of Mr. Broad's permanent impairment compensation under the PIR.
22. In response to my request, ICBC asked further questions of Dr. Piemontesi and provided his answers along with submissions on proper compensation. In a letter to ICBC dated June 23, 2025, Dr. Piemontesi says that Mr. Broad:
 - a. does not have binocular double vision,
 - b. has repeatable scotomas in both eyes, however these are caused by his glaucoma, rather than his PVD, and
 - c. he has 20/20 vision and no reduction in his Snellen acuity.
23. Regarding the PVD, Dr. Piemontesi says that Mr. Broad complains of a "pink blob in the infra nasal quadrant that obstructs his vision." He says the PVD would likely move its position and contribute a "variable effect" but would unlikely contribute to a permanent repeatable scotoma.

ICBC's position

24. PIR section 9(1) says that ICBC must calculate Mr. Broad's permanent impairment compensation by determining his "permanent impairment rating" then multiplying it by \$167,465. PIR section 4 says that the permanent impairment rating is the sum of the "permanent impairment component" and an "enhancement component", if applicable. ICBC says the enhancement component does not apply because PIR section 7 explicitly says an enhancement component does not apply to deficits affecting organs that control vision. I agree with ICBC. So, in this case, the permanent impairment component will be the same as the permanent impairment rating.
25. The permanent impairment component is calculated using PIR section 5. The calculation requires searching the listed permanent impairments in the PIR Schedule. ICBC did so and found PIR Schedule section 106, which sets out the impairment ratings for an insured who has sustained permanent vision loss. ICBC says, and I agree, that PVD does not fit the medical impairments listed under this section. However, section 106, item 7 includes an item called "Other impairment to vision". I agree with ICBC that this item serves as a catch-all for eye conditions not otherwise captured in PIR Schedule. This item says that other impairments to vision are calculated and determined in accordance with PIR Schedule section 107.
26. This is consistent with PIR section 5(1)(a)(iii), which applies if an insured has suffered an "other impairment to vision" as described in PIR Schedule section 106, item 7. This section says that ICBC must calculate and determine a percentage in accordance with PIR Schedule section 107. In this context, PIR section 5(2) says this percentage is the permanent impairment component.
27. In summary, ICBC found that determining Mr. Broad's permanent impairment compensation requires determining the proper permanent impairment component. To do this, ICBC applied PIR Schedule section 107. I find ICBC was correct to determine Mr. Broad's permanent impairment component using this section. I now assess whether it did so correctly.

Application of section 107

28. To calculate and determine Mr. Broad's permanent impairment rating, ICBC first calculated the visual efficiency of each eye using the following formula, found in section 107(3):

$$D \times E \times F = G$$

29. The G value is the percentage of visual efficiency of the eye, which is in turn used for a second formula that I will discuss further below. First, I review how ICBC determined the values for D, E, and F to calculate Mr. Broad's G value.

D value – visual acuity

30. The D value is the percentage of visual acuity that Mr. Broad retained, which ICBC calculated and determined according to PIR Schedule section 109.
31. Section 109 contains a table which has Snellen ratings for near vision on the horizontal axis and Snellen ratings for distance vision on the vertical axis. The insured's percentage of visual acuity is the percentage at the intersection of their near and distance vision Snellen ratings.
32. ICBC says that applying Mr. Broad's medical evidence to this table returns a D value of 0%. It says that Dr. Piemontesi certified that Mr. Broad's distance vision acuity is 20/20 in both eyes. It says that it is reasonable to assume that Mr. Broad's near vision acuity is 16/16, since Dr. Piemontesi did not comment on a reduction in Mr. Broad's Snellen near distance acuity when ICBC asked for his comment. I agree that this was a reasonable inference for ICBC to make. I have checked the table and agree with ICBC that the D value is 0%.

E value – visual field

33. The E value is the percentage of visual field Mr. Broad retained, which ICBC calculated and determined according to PIR Schedule section 112.

34. Section 112 contains a table with 3 columns. Column 3 includes 100 rows, each with a percentage that represents the insured's permanent deficit in visual field. Each row in column 1 contains degrees of visual field the insured lost, ranging from 0 to 500. Each row in column 2 contains degrees of visual field the insured retained, ranging from 500 to 0. Section 110 lists three types of standard perimetry testing that may be used to determine the degrees of visual field lost and retained.
35. ICBC says that Dr. Piemontesi previously assessed Mr. Broad's visual field by administering one of the testing methods required by section 110, specifically the 24-2 testing with a Zeiss Humphrey Field Analyzer. I have reviewed these test results and find that I would struggle to understand how to translate them into a percentage point on the section 112 table. However, ICBC essentially says that doing so is unnecessary.
36. ICBC says the test results show scotomas (blind spots) in Mr. Broad's visual field. However, ICBC argues these blind spots are attributed to Mr. Broad's pre-existing glaucoma, not his PVD. It says that Dr. Piemontesi confirmed that the repeatable scotomas in both of Mr. Broad's eyes are caused by his glaucoma and that they are greater in his right (uninjured) eye than his left. Dr. Piemontesi said that the floater would likely move its position and contribute a variable effect, but not contribute to the permanent blind spots.
37. ICBC argues this means the PVD is not creating a permanent repeatable blind spot, and that because the floater likely moves, it would be impossible to map or test the degree to which the PVD has created a loss in his visual field. So, ICBC argues that Mr. Broad's PVD has not caused a measurable loss of any degree of his visual field in his left eye and that the E value is equal to 0%.
38. I am troubled by the apparent inability to measurably test Mr. Broad's visual experience. Based on Mr. Broad's submissions and the medical evidence, I find it clear that Mr. Broad's pink blob obstructs his vision in a way that is different than the blind spots caused by his glaucoma. I do not find it particularly relevant if the pink

blob is impermanently fixed to one spot in his vision. What matters is that the pink blob is permanently obstructing his vision.

39. However, apparently for the purpose of testing, the permanence of the pink blob's fixture in Mr. Broad's visual field matters. So, the medical evidence does not show that the PVD has resulted in a deficit in Mr. Broad's visual field.
40. As this is Mr. Broad's claim to prove, I find that I must agree with ICBC's assessment that the testing does not show a measurable loss of any degree of Mr. Broad's visual field caused by the PVD. So, I find the E value is 0%.

F value – ocular motility

41. The F value is the percentage of ocular motility Mr. Broad retained, which ICBC calculated and determined according to PIR Schedule section 114.
42. Section 114 applies if the insured sustains diplopia along one or more meridians. ICBC says diplopia is the medical term for double vision or seeing double. ICBC says the medical evidence does not suggest that Mr. Broad experiences double vision. It points to Dr. Piemontesi's statement that Mr. Broad has never complained of double vision. So, ICBC argues that Mr. Broad does not have an impairment involving diplopia and that the F value is 0%.
43. I agree with ICBC that there is nothing to indicate that Mr. Broad sustained diplopia. So, I find the F value is 0%.

G value – visual efficiency

44. Having found that the values for D, E, and F all equal 0%, ICBC applied the section 107(3) formula by multiplying these values together, to arrive at a G value of 0%. I find ICBC applied the formula correctly and that Mr. Broad's percentage of visual efficiency is 0% in each eye.

Applying the G value in the second formula

45. The purpose of determining the G value is to apply it to another formula provided by section 107(2):

$$\frac{3A}{4} + \frac{B}{4} = C$$

46. In this formula, A is the percentage of visual efficiency (the G value) in Mr. Broad's better eye. B is the percentage of visual efficiency (the G value) in Mr. Broad's other eye. C is the percentage of visual efficacy of binocular vision.
47. ICBC inserted the G value for each of Mr. Broad's eyes, being 0% and 0% to arrive at a C value of 0%. So, ICBC argues that Mr. Broad's permanent impairment rating is 0%.
48. I find no error in ICBC's math, so I agree with ICBC that Mr. Broad's permanent impairment rating is 0%.

Permanent impairment compensation of \$0

49. As I mentioned, PIR section 9(1) says that Mr. Broad's permanent impairment compensation is determined by multiplying the permanent impairment rating by \$167,465. I agree with ICBC that applying the formula results in permanent impairment compensation of \$0.
50. ICBC says that this means that Mr. Broad is not entitled to any compensation under PIR section 9, despite having a permanent impairment. ICBC acknowledges that this may seem unorthodox. However, ICBC notes that there are various other impairments listed in the PIR that also return a 0% impairment rating, including reduced smell or partial loss of smell, loss of sensation in the ear canal, and medial or lateral meniscal sprains.

51. ICBC argues that by including impairments with 0% ratings, the PIR clearly intended for situations where an insured may have sustained a permanent impairment but is not entitled to receive compensation for those injuries.

52. I find ICBC's argument is supported by the wording of PIR section 9(2), which follows the permanent impairment compensation formula included in section 9(1). Section 9(2) says:

Despite subsection (1), if the permanent impairment compensation determined in accordance with subsection (1) is more than \$0, the minimum compensation in relation to a permanent impairment is \$836.

53. This section provides a minimum amount of compensation, but only if the permanent impairment compensation is determined to be more than \$0. I find this means that the PIR intends for certain permanent impairments to result in a permanent impairment compensation of \$0.

54. While the result may appear unorthodox, I find that ICBC's application of the PIR is correct. So, given the evidence before me, I find that under the IVA and the PIR, Mr. Broad's PVD does not entitle him to any permanent impairment compensation.

Mr. Broad's position

55. In response to ICBC's submissions regarding proper compensation, Mr. Broad says that there is more to his injury than just the technical aspects. He says that he has been a working artist most of his life. He says he works in the film industry as an art director, illustrator, scenic artist, and sculptor, and that all these positions require the use of colour and colour coordination. Mr. Broad says that outside of work, he is a mural artist, hobby painter, military signal operator, and Canadian Ranger.

56. He says that having a pink filter in his dominant eye has affected his colour determination abilities and his ability to do his job and enjoy his hobbies. He says the pink dot, creating a dead spot in his dominant eye, has decreased his shooting ability.

57. Mr. Broad argues that the injury affects his quality of life. He says that \$300,000 would be fair compensation.
58. ICBC argues, and I agree, that Mr. Broad is seeking non-pecuniary damages, often referred to as damages for “pain and suffering”. I find he is seeking a remedy based in tort law. IVA sections 114 and 115 impose a “tort ban” for accidents like this one that happened after May 1, 2021. Instead, I must determine Mr. Broad’s claim for compensation under the PIR.
59. In his response, Mr. Broad has not engaged with ICBC’s calculations or its application of the PIR. I acknowledge that the PIR is very technical and difficult for non-experts to apply. I also acknowledge Mr. Broad’s complaint that the PIR focuses on the technical aspects of his injury rather than his experience of living with it. However, the PIR is the law in British Columbia, and I must apply it.

Conclusion

60. To summarize, I find Mr. Broad has proven he suffered a permanent impairment in the accident. However, I find he has not proven that this impairment entitles him to permanent impairment compensation under the IVA and PIR. So, I dismiss his claim.
61. ICBC notes that it will continue to assess and reassess Mr. Broad’s entitlement to permanent impairment compensation under the law if Mr. Broad provides additional evidence demonstrating that his permanent impairment entitles him to compensation. I agree that ICBC has an ongoing obligation to do so.

FEES AND EXPENSES

62. 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. Mr. Broad was not successful, so I dismiss his claim for CRT fees. ICBC claims reimbursement of \$25 for its paid CRT fees. While ICBC was ultimately successful, it originally denied that Mr. Broad suffered a permanent impairment caused by the accident. As I have

found that he did, I find it would be unfair to order Mr. Broad to reimburse ICBC its fees. So, I decline to do so. Neither party claimed any dispute-related expenses.

ORDER

63. I dismiss Mr. Broad's claims.

Peter Nyhuus, Tribunal Member