



Civil Resolution Tribunal

Date Issued: June 27, 2024

File: AR-2023-002453

Type: Accident Claims

Category: Accident Responsibility

Civil Resolution Tribunal

Indexed as: *Bedi v. ICBC*, 2024 BCCRT 611

BETWEEN:

KAMALDEEP BEDI

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about accident responsibility.
2. On December 20, 2022, the applicant, Kamaldeep Bedi, was driving a rented Toyota Corolla through heavy snow on Azure Road in Richmond. A third party vehicle, driven

by GB, was stopped in the road ahead. Mr. Bedi applied the brakes but slid forward and rear-ended GB. The respondent insurer, Insurance Corporation of British Columbia (ICBC), determined Mr. Bedi was 100% responsible for the accident. Mr. Bedi says ICBC incorrectly determined his responsibility, and that he was 0% responsible.

3. ICBC says it properly and reasonably determined Mr. Bedi was fully at fault for the accident. It asks me to dismiss Mr. Bedi's claims.
4. Mr. Bedi represents himself. An authorized employee represents ICBC.
5. For the reasons that follow, I find ICBC properly and reasonably determined responsibility, and I dismiss Mr. Bedi's claims.

JURISDICTION AND PROCEDURE

6. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over accident claims brought under *Civil Resolution Tribunal Act* (CRTA) section 133. CRTA section 133(1)(d) and *Accident Claims Regulation* (ACR) Part 2 give the CRT jurisdiction over accident responsibility determinations.
7. 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.
8. 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. Here, each provided detailed, clear, and helpful submissions. 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.

9. 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.
10. Mr. Bedi alleges GB edited a cell phone video to remove evidence. I have not given serious consideration to that allegation since, even if true, it would not change my decision. My decision is based on whether ICBC properly and reasonably assessed responsibility.

ISSUES

11. The issues in this dispute are:
 - a. Whether ICBC acted improperly or unreasonably in assigning responsibility for the accident, and
 - b. If so, to what extent, if any, Mr. Bedi is responsible for the accident.

BACKGROUND, EVIDENCE AND ANALYSIS

12. In a civil claim such as this, Mr. Bedi, as applicant, must prove his claims on a balance of probabilities, meaning “more likely than not”. Under the ACR, to succeed in his claim against ICBC, Mr. Bedi must first prove that ICBC acted improperly or unreasonably in assigning him responsibility. Second, he must prove he is less responsible for the accident than ICBC assessed.
13. Further to ACR section 10, **both** parts of the test described above must be proven. This means that even if Mr. Bedi can prove he is less responsible for the accident than ICBC assessed, he will not be successful if he cannot prove ICBC acted improperly or unreasonably. 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.

Accident

14. On December 20, 2022, Azure Rd. in Richmond received significant snowfall. Cell phone camera video and pictures in evidence show snow on the unplowed road. The road was covered in a mix of snow tightly packed down by car tires, long and large clumps of snow caused by tires pushing snow around, and occasional patches of bare road.
15. Mr. Bedi says he was driving his rental car at 25-30 kilometers per hour along Azure Rd. when GB stopped suddenly ahead of him without indicating or applying their 4-way flashers. He says he was approximately 50-60 meters behind and braked as soon as he saw GB brake. Mr. Bedi says because of the snow, his car slid forward and hit GB's back-left with his front right.
16. In submissions, Mr. Bedi says after braking, GB began to "back up" for the purpose of turning left onto an intersecting street. In ICBC's notes taken when Mr. Bedi reported the accident, there is no mention of GB backing up. Similarly, Mr. Bedi did say GB backed up in his initial application to the CRT.
17. In a written statement, GB says they were driving slowly and saw 3-4 cars struggling to move in the snow. GB says they were stopped for 30 seconds to 1 minute to allow those cars room to maneuver and to maintain space. GB says they saw Mr. Bedi in the rearview mirror, moving quickly, and then hitting GB's car. GB says Mr. Bedi continued to try to maneuver his car, but it was sliding. Photos show Mr. Bedi's car came to rest on the side of the road, perpendicular to the road itself.

Did ICBC act improperly or unreasonably in assigning responsibility for the accident?

18. ACR section 10(a) says that to succeed in his claim Mr. Bedi must first prove that ICBC acted improperly or unreasonably in assigning responsibility for the accident.
19. Mr. Bedi says ICBC has not considered relevant *Motor Vehicle Act* (MVA) sections, including those about slow-moving vehicles, stopped vehicles, use of indicators, and

the impact of hazardous weather conditions. He also says ICBC did not ask GB about the presence of other vehicles on the road. Finally, he says ICBC did not consider that the roads should not have been open at that time.

20. In the recent non-binding CRT decision in *De Paras v. ICBC*, 2024 BCCRT 106, a vice chair considered the legal test under ACR section 10(a). In short, the vice chair found that in assessing the reasonableness of ICBC's responsibility determination, the CRT must review ICBC's detailed responsibility letter, called a CL722, alongside the evidence ICBC had at the time and consider whether ICBC's decision was logically justified and supported by the available evidence and the applicable law. However, the vice chair found it was not appropriate to defer to ICBC's substantive assessment of the law or its application to given facts. The vice chair also found that the ACR requirement for ICBC's responsibility decisions to be proper refers to ICBC's investigation and process, rather than the outcome. The vice chair stated that a proper investigation does not require ICBC to endlessly investigate all accidents and should be proportional. I agree with the reasoning in *De Paras* and apply it here.
21. So, in determining whether ICBC acted improperly or unreasonably, my analysis begins with ICBC's CL722. This letter sets out, in detail, the reasons why ICBC assigned responsibility in the manner it did.

Application of the MVA

22. Here, ICBC's CL722 cites MVA sections 144 and 162(1).
23. MVA sections 144(a) to (c) prohibit careless driving and require a person to drive with (a) due care and attention, (b) with reasonable consideration for others using the road, and (c) at a speed that is not excessive relative to the road, traffic, visibility, and weather.
24. MVA section 162 requires a driver not to follow more closely than is prudent, having regard for the vehicles' speed, the amount and nature of traffic, and the highway's condition.

25. Mr. Bedi argues ICBC did not consider GB's violations of MVA sections 144 and 162. However, I find ICBC properly considered both MVA sections in coming to its decision.
26. ICBC concluded that Mr. Bedi was not driving in a manner suitable for the weather. Given the heavy snow and obviously substandard road conditions, I agree. Mr. Bedi's inability to stop before hitting GB is evidence he was driving at an unsafe speed for the weather conditions, which I find is a violation of MVA section 144(c).
27. Although ICBC does not specifically say GB complied with MVA section 144 in the CL722, I find the evidence shows GB did so. He came to a stop with due consideration to the road conditions and other drivers. Even on the basis of Mr. Bedi's evidence, Mr. Bedi had 50 to 60 meters to stop his car. GB says they were stopped for 30 seconds to 1 minute before the accident. I find in either case, GB did not come to a "sudden" stop as alleged by Mr. Bedi such that he violated MVA section 144.
28. Since GB was ahead of Mr. Bedi, GB can not have violated MVA section 162, which prohibits following too closely.
29. To the extent Mr. Bedi argues GB violated "slow moving vehicle" MVA sections, I note Mr. Bedi's own evidence says GB was stopped, or backing up, not "moving slowly". Mr. Bedi did not cite any specific MVA section in support of this argument, though I infer he refers to MVA section 145 which prohibits slow driving, **except when reduced speed is necessary for safe operation.** (emphasis mine)
30. While I find GB had stopped, and not simply slowed down, choosing to drive slowly was a natural and prudent response to the weather conditions, and explicitly permitted by MVA section 145.
31. To the extent Mr. Bedi argues GB violated MVA section 189(1) which prohibits stopping in an intersection, ICBC says it considered that section, though it did not cite it in its CL722. The MVA allows stopping in an interaction to avoid conflict with traffic. On that basis, I find GB did not violate MVA section 189(1).

32. Since I find GB did not violate the MVA, it follows that ICBC did not need to address GB's lack of violations in the CL722. I find the evidence here was enough for ICBC to establish Mr. Bedi's responsibility under MVA sections 144 and 162, so the lack of discussion about GB's driving does not undermine ICBC's conclusion. ICBC focused on the most relevant MVA sections and explained how they applied to Mr. Bedi.
33. So, I find ICBC has properly and reasonably considered the MVA in assessing responsibility.

ICBC's Investigation

34. Mr. Bedi also argues ICBC did not ask GB about the presence of other vehicles on the road.
35. In its CL722, ICBC provided copies of its notes from each party's accident report. While these notes are technically hearsay, the CRT has previously considered and accepted them as they are part of ICBC's standard procedure in investigating an accident.¹ I accept them both as evidence of ICBC's process and as accurately transcribed. ICBC also correctly noted that there were no independent witnesses and no dashcam footage.
36. ICBC also provided GB's written statement. In it, GB says there were "3-4" cars struggling on the road. Mr. Bedi admits there were another 2 cars, though says they were "stable". I find the precise number of cars and their exact behaviour are irrelevant. The parties agree there were other cars present, which supports GB's statement he stopped to give other cars space.
37. ICBC says Mr. Bedi first alleged GB backed up when he made his submissions to the CRT. I infer it says it did not investigate this allegation, since it was made after its investigations were complete. Since Mr. Bedi only raised this allegation in this dispute, I find ICBC could not have investigated it prior to determining responsibility.

¹ See, eg: *Medel v. Grewal*, 2019 BCCRT 596.

38. So, considering the above, I find ICBC properly collected GB's evidence and reasonably considered it in assessing responsibility.

Road Conditions

39. Mr. Bedi argues the road conditions were too poor for the roads to remain open. He says ICBC did not consider that roads were unfit to use but remained open. He also says there should have been signs closing the road. Finally, Mr. Bedi says he was from Prince Rupert and on an important trip, and then says GB should have stayed off the road.

40. ICBC says it was Mr. Bedi's decision to drive on the roads, despite the obviously poor weather. I agree. When Mr. Bedi chose to drive, despite the weather and road conditions, he took the associated risks. ICBC referred to the road's conditions throughout the CL722, so I find it properly considered them and then came to a reasonable decision.

ICBC's Assessment of Responsibility

41. Given the above, I find ICBC properly investigated the accident and considered the law. It collected evidence from both drivers, cited the appropriate MVA sections, considered the highway's conditions, and then assigned responsibility.

42. Since Mr. Bedi was the following driver, I find he had an obligation to reduce his speed to match road conditions. I find the evidence shows he was travelling too fast, given the weather, and ICBC reasonably determined he was solely responsible for the accident.

43. So, I dismiss Mr. Bedi's claims.

FEES, EXPENSES, AND INTEREST

44. 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. Bedi was

not successful, I find that he is not entitled to reimbursement of his paid tribunal fees. ICBC is entitled to \$25 for its paid CRT fees.

ORDER

45. Within 21 days of the date of this decision, I order Mr. Beid to pay ICBC a total of \$25 as reimbursement of tribunal fees.
46. ICBC is also entitled to post-judgment interest under the *Court Order Interest Act*.
47. I dismiss Mr. Bedi's claims.
48. 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.

Christopher C. Rivers, Tribunal Member