



Civil Resolution Tribunal

Date Issued: March 6, 2020

File: SC-2019-008391

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Steckler v. ICBC*, 2020 BCCRT 263

BETWEEN:

ALYSHA STECKLER

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about overpayment of auto insurance premiums.
2. The applicant, Alysha Steckler, says she was overcharged for her auto insurance premiums between August 2016 and 2017, and August 2017 and 2018. She seeks

a refund of \$629 for the 2016/2017 policy period, and \$601 for the 2017/2018 policy period. The respondent, Insurance Corporation of British Columbia (ICBC), says Ms. Steckler was charged appropriately given the information she provided to her broker during the insurance policies' terms. In any event, ICBC says Ms. Steckler is not entitled to a refund as the policies have ended.

3. Ms. Steckler is self-represented. ICBC is represented by an employee.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal 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. The tribunal 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 tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary.
6. The tribunal 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. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. In resolving this dispute the tribunal may make one or more of the following orders, where permitted by section 118 of the CRTA:
 - a. Order a party to do or stop doing something;

- b. Order a party to pay money;
- c. Order any other terms or conditions the tribunal considers appropriate.

Limitation Period

- 8. I considered whether I should obtain submissions from the parties about whether any of Ms. Steckler's claims were filed too late, under the *Limitation Act*. I decided this was unnecessary, because as discussed below, I find Ms. Steckler's claims should be dismissed in any event.

ISSUE

- 9. The issue in this dispute is whether Ms. Steckler is entitled to refunds of \$629 and \$601 for auto insurance between August 2016 and 2017 and August 2017 and 2018, respectively, and if so, from who?

EVIDENCE AND ANALYSIS

- 10. In a civil claim such as this, the applicant Ms. Steckler bears the burden of proof on a balance of probabilities. 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.
- 11. Ms. Steckler says that she was overcharged for two auto insurance policies, one between August 2016 and 2017 and one between August 2017 and 2018, because she did not receive an "experienced driver" discount. It is undisputed this discount would have amounted to a savings of \$629 for the 2016/2017 policy period and \$601 for 2017/2018. She says the overcharges were a result of negligence by her insurance broker, B, for failing to ask her if she qualified for the discounted rate class. B is not a party to this dispute. In any event, Ms. Steckler says because ICBC is the party who ultimately received the funds she paid for the policies, she wishes to hold ICBC responsible to return the money.

12. In contrast, ICBC says the various rate classes are defined on its website and in brochures available at brokers' offices. ICBC further says B is an independent business that sells insurance on ICBC's behalf. No evidence was provided about the contractual relationship between ICBC and B. In any event, ICBC says that when Ms. Steckler attended at B's office on August 15, 2017 to renew her policy for 2017/2018, she was asked whether she qualified for the 10 year experienced driver rate class. The broker's notes from that date state that Ms. Steckler was unsure if she qualified, so she was instructed to contact ICBC to determine her eligibility. It is undisputed that Ms. Steckler did not do this until August 23, 2018, approximately one year later, at the expiry of her 2017/2018 policy term. Ms. Steckler does not explain the delay. However, after that time, Ms. Steckler was determined to qualify for the experienced driver discount for her next policy period (2018/2019).
13. ICBC says it is unable to provide refunds for rate class changes for expired policies. It says a rate class is not simply a discount on premiums, but is a category of vehicle use. It says during the 2016/2017 and 2017/2018 policies, Ms. Steckler was therefore insured to allow drivers with less than 10 years' experience use her vehicle. ICBC says it cannot now retroactively determine whether the vehicle was actually used for that purpose during those terms.
14. Further, as a policy matter, ICBC says to allow such retroactive refunds would be unfair. It says in such a situation, an insured could pay a higher premium for greater vehicle use during the policy term, and then request a refund after the expiry of the term, saying the insured only used the vehicle for a less expensive rate class. I agree this would be inconsistent with the purpose of the vehicle use rate classes.
15. In any event, I find that by August 15, 2017, Ms. Steckler was aware she potentially qualified for a less expensive rate class and was informed she could contact ICBC for a determination. She failed to do so. Therefore, I find it was Ms. Steckler's own failure to act that resulted in her increased premiums, not ICBC's.

16. Although there is some question as to whether B's employee acted negligently in providing its broker services, B is not a party to this dispute and did not give evidence. Therefore, I make no findings about B's potential negligence.
17. Given the evidence before me, I find Ms. Steckler has not shown, on a balance of probabilities, that she is entitled to any refund from ICBC. As a result, I dismiss her claims.
18. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Ms. Steckler was not successful, I find that she is not entitled to reimbursement of her paid tribunal fees. Neither party claimed dispute-related expenses.

ORDER

19. I order the applicant's claims, and this dispute, dismissed.

Andrea Ritchie, Vice Chair