



Civil Resolution Tribunal

Date Issued: May 28, 2020

File: SC-2020-001108

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Northey v. ICBC*, 2020 BCCRT 588

BETWEEN:

TODD NORTHEY

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This small claims dispute is about insurance coverage for alleged “hit and run” vehicle damage. The applicant, Todd Northey, says the respondent insurer, Insurance Corporation of British Columbia (ICBC), incorrectly concluded the damage was not related to a hit and run, and therefore denied coverage for his

vehicle repairs. Mr. Northey asks for an “order to accept [his] claim as a hit and run” and \$2,208.85, which I infer is to repair the vehicle’s damage.

2. ICBC says its estimators’ evidence shows that the damage is not consistent with vehicle to vehicle contact, but instead with the vehicle striking an object, like a rock. As a result, ICBC says it properly denied coverage for the damage.
3. Mr. Northey is self-represented. ICBC is represented by an adjuster.

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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the tribunal’s process and found that oral hearings are not necessarily required where credibility is an issue.
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.

ISSUE

8. The issue in this dispute is whether Mr. Northey is entitled to “hit and run” vehicle damage coverage from the respondent ICBC.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Northey 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.
10. Mr. Northey says that on October 30, 2019, while his vehicle was being used by a third party, SM, it was damaged in a hit and run accident. Mr. Northey says the vehicle was reverse stall parked at a retail store, and after SM left the store and returned to her workplace, she noticed the damage.
11. At least two of ICBC’s employees examined Mr. Northey’s vehicle. On November 13, 2019, an ICBC estimator, “Justin”, noted that the damage showed an impact point of inside the vehicle’s wheel well, which he determined was “consistent with driving over a rock or obstacle and impacting the inner fender”. Justin noted the damage was not caused by vehicle to vehicle contact.
12. The vehicle was also inspected by a Material Damage manager, “Kelly”. On December 6, 2019, Kelly noted that no vehicle to vehicle damage was evident, and

that the damage to the lower and inner fender was consistent with the vehicle running over an object.

13. The damage was reported to ICBC under section 24 of the *Insurance (Vehicle) Act* (IVA). Section 24 of the IVA describes remedies available for hit and run accidents. By definition, a “hit and run” involves a second vehicle. Given the inspections, ICBC determined the most likely cause of damage was not a “hit and run”, but instead that Mr. Northey’s vehicle had run over an object while in motion. Therefore, ICBC denied Mr. Northey’s claim for compensation. I do not accept ICBC’s employees’ evidence as expert evidence under the tribunal’s rules as their qualifications are not before me. However, I do accept their evidence about the likely cause of the vehicle’s damage, given their roles and experience, which are not in dispute.
14. Mr. Northey disagrees with ICBC’s determination of how the damage occurred and submits the damage was caused by an unknown vehicle’s bumper pulling into a parking spot and striking the fender. Mr. Northey says that although ICBC says the main point of impact was under or inside the fender, he argues it is actually on the side of the fender. However, Mr. Northey did not submit any estimator or expert evidence in support of his alleged version of events. He did, however, submit a series of photographs along with his own evidence about how he believes the accident occurred. There is no evidence Mr. Northey is qualified in vehicle damage estimation. I cannot tell from the photographs whether the damage was caused by another vehicle or by the vehicle running over an object. On the accepted evidence before me, I find Mr. Northey has not proved his vehicle damage was the result of vehicle contact. Therefore, it was not a hit and run situation. So, I find Mr. Northey’s claim for hit and run insurance coverage must be dismissed.
15. Given this, I do not need to address Mr. Northey’s claim for damages in detail. However, I note that while he claims \$2,208.85, he provided no evidence in support of this figure.

16. Under section 49 of the CRTA, and the tribunal rules, as Mr. Northey was not successful, I dismiss his claim for reimbursement of tribunal fees. Neither party claimed dispute-related expenses.

ORDER

17. I order Mr. Northey's claims, and this dispute, dismissed.

Andrea Ritchie, Vice Chair