



# Civil Resolution Tribunal

Date Issued: September 10, 2020

File: SC-2019-010950

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Verma v. ICBC*, 2020 BCCRT 1016

**BETWEEN:**

BALBIR VERMA

**APPLICANT**

**AND:**

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Kristin Gardner

## **INTRODUCTION**

1. This small claims dispute is about increased insurance premiums after a November 3, 2016 motor vehicle accident.

2. The applicant, Balbir Verma, says that he was involved in the accident with a vehicle insured outside of British Columbia. Mr. Verma's vehicle was insured by the respondent insurer, Insurance Corporation of British Columbia (ICBC).
3. ICBC internally assessed Mr. Verma 50% liable for the accident and, as a result, raised Mr. Verma's insurance premiums in 2018. Mr. Verma started a court action against the other vehicle's driver for personal injuries from the accident and disputing liability.
4. Mr. Verma says that ICBC told him that if the other driver was found fully at fault as a result of his legal action, ICBC would reimburse his increased insurance premiums. Mr. Verma says that his action settled in February 2019 and the other driver was found 100% liable, but ICBC has not reimbursed him. He claims \$3,030 for his increased premiums.
5. ICBC says that it properly assessed Mr. Verma 50% at fault, and it has no evidence the other driver was found fully liable. ICBC also says that Mr. Verma is out of time to bring this dispute.
6. Mr. Verma is self-represented. ICBC is represented by an employee.

## **JURISDICTION AND PROCEDURE**

7. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear

this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.

9. 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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
10. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
11. I note that the original Dispute Notice and an amended Dispute Notice named several respondents, in addition to ICBC. However, the Dispute Notice was amended again on June 22, 2020 to remove all respondents except ICBC, so I consider only the claims against ICBC in these reasons.

## **ISSUES**

12. The issues in this dispute are:
  - a. Is Mr. Verma out of time to bring his claim?
  - b. If not, is Mr. Verma entitled to reimbursement for his increased insurance premiums?

## **EVIDENCE AND ANALYSIS**

13. In a civil claim such as this, the applicant Mr. Verma must prove his claim on a balance of probabilities. I have read all of the evidence and submissions provided, but I will only refer to the evidence and arguments as necessary to explain and give context to my decision.

***Is Mr. Verma out of time to bring his claim?***

14. As noted above, ICBC says that Mr. Verma filed this dispute past the limitation period for a property damage claim. However, ICBC filed no evidence in support of this submission.
15. The *Limitation Act* applies to disputes before the CRT. A limitation period is a specific time period within which a person may bring a claim. If that time period expires, the right to bring the claim ends, even if the claim would have been successful.
16. Section 6 of the *Limitation Act* says that the basic limitation period is 2 years. Section 8 says a claim is “discovered” on the first day that the person knew or reasonably ought to have known that the loss had occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate means to seek to remedy the loss.
17. Here, while the accident happened on November 3, 2016, this is not necessarily the date that Mr. Verma “discovered” his claim for increased insurance rates. As noted, liability for the accident was in dispute between the parties. Yet, ICBC filed no evidence in this dispute about its investigation or the date that it determined each party was 50% liable, such as a letter to Mr. Verma or its claim file notes.
18. Mr. Verma submitted an ICBC cheque statement dated February 3, 2018 showing that it reimbursed half of Mr. Verma’s collision deductible for the claim number associated with the accident. Therefore, on the evidence before me, I find the date Mr. Verma discovered that ICBC held him 50% at fault and charged him half of his deductible was February 3, 2018. I find that this is the relevant date from which the limitation period started running because this is the date Mr. Verma knew or ought to have known that his insurance rates would likely go up.
19. Section 13.1 of the CRTA says that a limitation period stops running once an applicant submits a CRT application and pays the applicable fees. Mr. Verma made

his CRT application and paid the requisite fees on December 22, 2019, which is within 2 years of February 3, 2018. So, I find that Mr. Verma's claim is not barred under the *Limitation Act*.

***Is Mr. Verma entitled to reimbursement for his increased insurance premiums?***

20. It is undisputed that ICBC internally assessed Mr. Verma 50% at fault for the accident. Mr. Verma argues that ICBC's liability determination was made in the absence of any evidence. ICBC says that it properly assessed Mr. Verma 50% at fault because each party had a different version of what happened and neither version was supported by the evidence. However, I have no evidence or further submissions before me from either party about the circumstances of the accident, the differences in the parties' versions, or the other available evidence. Therefore, I find there is insufficient evidence for me to make any findings about whether ICBC properly investigated the accident or determined fault, and I decline to do so.
21. In any event, I find that Mr. Verma's primary claim is whether ICBC must reimburse his increased insurance premiums based upon the settlement of his action against the other driver.
22. As noted above, Mr. Verma says that his insurance premiums increased in 2018. He says he contacted ICBC at that time to advise that he was bringing an action against the other driver and was fighting liability. Mr. Verma submits that an ICBC representative told him that upon "settlement" of his claim, if he is found not liable, he can contact his ICBC adjuster to have his increased premiums reimbursed.
23. ICBC does not dispute that if the result of Mr. Verma's action was that the other driver's insurer accepted liability on its insured's behalf, ICBC would amend its liability determination and reimburse Mr. Verma's premiums. However, ICBC says that there is no evidence to show that Mr. Verma successfully argued that he was not liable for the accident. For the following reasons, I agree.

24. It is undisputed that Mr. Verma's action did not proceed to trial, so there are no judicial findings about which party was liable for the accident. I infer that Mr. Verma's assertion that the other driver was found at fault is based largely on the amount of his settlement. However, I have no evidence before me about the injuries Mr. Verma claimed or how the parties determined the settlement amount. In other words, I cannot determine solely from the amount of the settlement whether he received the full value of his claim because he was found not liable, or whether it reflected the balance of his claim after applying a proportion of liability. So, I find the fact of a monetary settlement, without more, is insufficient to prove the other driver was found at fault.
25. Further, the Full and Final Release of Mr. Verma's action, which Mr. Verma signed on March 4, 2019, says that the defendants in the action paid Mr. Verma "with a denial of liability" and that nothing in the release or the payment made "shall be construed as an admission of liability". Therefore, I find that the release Mr. Verma signed specifically does not support his claim that the other driver was found fully liable.
26. The only other evidence that Mr. Verma provided about the outcome of his action was an email from the opposing counsel in his action that Mr. Verma elicited for the purpose of this dispute. From the contents of this email, I infer that the other driver was insured, and an insurance company instructed the opposing counsel. The email was in response to Mr. Verma's inquiry about whether his action was settled based on a split in liability. The opposing counsel's response pointed out that the release specified payment was made with a customary denial of liability, but that he "presumed" the insurer would not have paid if it thought the accident was Mr. Verma's fault. I find this comment falls far short of an admission or finding that Mr. Verma was not at fault. In fact, I find it leaves open the possibility that Mr. Verma could have received a settlement despite being considered fully at fault.
27. Considering all the evidence, I find that Mr. Verma has not proven that the other driver accepted liability for the accident or that there was any finding that Mr. Verma

was not at fault. Therefore, I find that ICBC is under no obligation to change its liability determination or to reimburse Mr. Verma's increased insurance premiums. I dismiss Mr. Verma's claims.

28. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Verma was unsuccessful and so I dismiss his claim for CRT fees and dispute-related expenses. ICBC did not pay any fees or claim any expenses, so I made no order.

## **ORDER**

29. I dismiss Mr. Verma's claims and this dispute.

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Kristin Gardner, Tribunal Member