



# Civil Resolution Tribunal

Date Issued: October 16, 2020

File: SC-2020-003954

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Corber v. Economical Mutual Insurance Company*, 2020 BCCRT 1169

B E T W E E N :

ARTHUR CORBER

**APPLICANT**

A N D :

ECONOMICAL MUTUAL INSURANCE COMPANY AND IN FRENCH,  
ECONOMICAL, COMPAGNIE MUTUELLE D'ASSURANCE

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This dispute is about insurance coverage for an allegedly stolen electric bicycle.
2. The applicant, Arthur Corber, purchased insurance for his electric bicycle from the respondent, Economical Mutual Insurance Company and in French, Economical, Compagnie Mutuelle D'Assurance (Economical). Mr. Corber says the bicycle was

stolen, but Economical has not yet compensated him under their insurance contract. Mr. Corber claims \$3,000 for the electric bicycle and items stored in it. I note that Mr. Corber acknowledges he may be entitled to less than that amount after accounting for the deductible and maximum limit on the insurance coverage.

3. Economical says there were inconsistencies in Mr. Corber's account of the theft and the evidence it obtained. Economical says it required additional further information and clarification before it could allow his claim. I infer from the evidence and arguments that Economical denied Mr. Corber's insurance claim because it doubted that the insured bicycle was stolen. So, Economical denies owing Mr. Corber the claimed amounts in this dispute.
4. Mr. Corber is self-represented in this dispute. Economical is represented by an employee.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT), which 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.
6. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Although the parties' submissions each call into question the credibility of the other party in some respects, I find I can properly assess and weigh the written evidence and submissions before me without an oral hearing. In the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.

7. 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.
8. 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.

## **ISSUE**

9. The issue in this dispute is whether Economical owes Mr. Corber \$3,000 or some lesser amount under their insurance contract, for the allegedly stolen electric bicycle.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, Mr. Corber, as the applicant, must prove his claims on a balance of probabilities. I have read all the submitted evidence, but I refer only to the relevant evidence needed to provide context for my decision.
11. It is undisputed that Mr. Corber purchased a Motorino electric bicycle from Greenwit Technologies Ltd., also known as “Motorino Electric Cycles”, in Vancouver, BC (Greenwit) on March 30, 2019. The purchase receipt gave the electric bicycle’s serial number, and described it as “DEPRICATED – DO NOT USE SKU – Motorino XPn – 60v SLA” for \$1,750 (quote reproduced as written). The receipt named Mr. Corber as the customer, and included a “tail box” for \$150, which I infer is a bicycle storage compartment. After tax, the total came to \$2,128. The receipt did not say whether the bicycle was new or used, or whether a charger, alarm system, or key FOB (alarm remote control) was included. The receipt gives no model year.
12. I infer from the “DEPRICATED – DO NOT USE SKU” language on the receipt that the Greenwit stock keeping system description used for the bicycle was “deprecated.” I find this means that the description used was obsolete and best avoided, which is

relevant to my analysis below. However, the parties agree that the bicycle's serial number, shown on the receipt, was correct.

13. It is also undisputed that Mr. Corber purchased insurance for his electric bicycle from Economical in late August 2019. In its arguments and evidence summary document, Economical gives the date of insurance purchase as either August 19, 2019 or August 26, 2019. Economical says Mr. Corber called Economical on September 30, 2019 to report that the electric bicycle, or "scooter", had been stolen on September 28, 2019. Economical's notes of Mr. Corber's initial claim call are dated October 1, 2019, and give a theft date of September 28, 2019. However, an October 2, 2019 email from Economical to Mr. Corber gives a theft date of October 2, 2019. On balance, I find that the alleged theft occurred on September 28, 2019, and that the email's October 2, 2019 theft date is a typographical error. I find nothing turns on the exact date the scooter was stolen.
14. Mr. Corber does not dispute the accuracy of Economical's notes documenting Mr. Corber's initial claim call. According to the notes, on the night of the scooter theft Mr. Corber locked the scooter to a post with a chain or cable lock while he went to a bar. He decided not to ride the scooter home because he consumed alcohol at the bar. But he checked that the scooter was still chained to the post before walking home at approximately 1:00 a.m. The following day Mr. Corber returned by bus, and found that the scooter was missing.
15. Economical does not deny that Mr. Corber filed a police report about the missing scooter over the telephone, and checked with the Vancouver missing property department, which Mr. Corber says had not recovered the scooter. Economical also agrees that Mr. Corber reported the scooter stolen to Greenwit. Mr. Corber says that some items stored in the scooter were stolen along with it, including prescription reading glasses and a hoodie sweatshirt. A receipt in evidence confirms that Mr. Corber purchased prescription glasses in 2018 for \$290. There is no receipt in evidence for the hoodie that Mr. Corber values at \$90, or any information showing the price of similar hoodies.

16. Economical sent Mr. Corber an October 2, 2019 email about his insurance coverage. I note that there is no “policy declaration” in evidence confirming the type of insurance Mr. Corber purchased. However, I find the October 2, 2019 email confirms, and the parties do not dispute, that Mr. Corber’s insurance covered his “power-assisted bicycle” for theft, including its parts and equipment. I find that the bicycle’s parts and equipment included the purchased tail box. The email says, and I accept, that insurance for the bicycle was subject to a \$1,000 deductible, and was limited to \$1,000 of coverage. As Economical asked for receipts to support the stolen personal items’ value, I find that Mr. Corber’s insurance also covered the glasses and hoodie, and were subject to the \$50,000 personal property limit set out in the email, not the \$1,000 bicycle coverage limit.
17. Economical requested various types of proof to support the scooter’s theft, such as receipts for the scooter, stolen personal items, chain lock, helmet, and a new key, as well as the return of the scooter’s keys and electric charger to Economical. Mr. Corber did not have receipts for all of the personal items, but he met with Economical at its offices to discuss the circumstances of the scooter theft. Mr. Corber says Economical kept asking for more evidence and documentation over time, which he found was unreasonable.
18. Economical says it refused to provide coverage because Mr. Corber failed to show “compliance with the terms of the policy and the Statutory Conditions.” Economical does not explain which insurance policy terms or Statutory Conditions it says Mr. Corber failed to comply with. Regardless, Economical says that the evidence provided by Mr. Corber was not consistent with the theft of the type of scooter he claimed. I discuss Economical’s alleged inconsistencies below.
19. I note that Economical does not say whether it thinks a different, uninsured scooter was stolen, or whether it thinks no scooter theft occurred. Essentially, I find that Economical chose not to compensate Mr. Corber under their insurance contract because it did not believe the scooter purchased on March 30, 2019 was stolen, because of inconsistencies between Mr. Corber’s story and the other evidence.

20. So, was the scooter purchased on March 30, 2019 stolen? On the evidence before me, I find Mr. Corber has established that the scooter was stolen. For the reasons below, I place little weight on the inconsistencies Economical relies on to support there being no theft of that scooter.
21. First, Economical requested the scooter's electric charger, and Mr. Corber provided it with a 48 volt charger. In email correspondence with Economical, Greenwit said that chargers are provided with all Greenwit's electric bicycle sales, and that a 48 volt charger would not be compatible with a 60 volt bicycle such as the one shown on the sales receipt. However, Greenwit also said that previous model years of the same scooter used 48 volt power. As noted above, the sales receipt used a "depricated" product code for the bicycle, which I find was obsolete and best avoided. I find this casts doubt on the accuracy of the receipt's description of the bicycle sold to Mr. Corber, which said the bicycle was "60v" but did not include a model year. Further, I find there is no reliable evidence showing that the bicycle's undisputed serial number corresponds with the bicycle make and model listed on Mr. Corber's purchase receipt, or that that the bicycle with that serial number is incompatible with Mr. Corber's 48 volt charger. On balance, I find the evidence does not confirm that the scooter sold to Mr. Corber, with the serial number shown on the receipt, was in fact a 60 volt model, as opposed to a 48 volt version.
22. Further, I find that the question of whether the 48 volt charger given to Economical by Mr. Corber was compatible with the 60 volt scooter described on the receipt is not a subject within ordinary knowledge, and requires expert evidence under the CRT's rules. There is no expert evidence before me. In addition, Mr. Corber says the scooter had charging issues, and that he had Greenwit look at it. Economical says Mr. Corber did not provide any receipts for service visits to Greenwit, but I find the evidence does not indicate that these alleged visits cost Mr. Corber anything, or that any receipts were provided to Mr. Corber.
23. Economical says that the scooter key provided by Mr. Corber does not look like photos of keys for similar scooters provided by Greenwit. I find this unpersuasive, as

Mr. Corber said the only key he could find when Economical requested it was a replacement key for one he had bent, although he did not produce a receipt for it. Based on a photo of Mr. Corber's key, Greenwit said it looked to be compatible with the scooter he purchased, despite its appearance.

24. Economical also says that Mr. Corber failed to provide it with alarm FOBs and keys to the scooter's lockable compartments. It also says its correspondence with Greenwit shows that all scooters sold by Greenwit come with alarms and FOBs, although I find Greenwit did not say whether Mr. Corber's scooter, specifically, featured an alarm and key FOBs. The purchase receipt did not mention an alarm system, keys, or key FOBs, and there is no detailed description of the scooter's features in evidence. Mr. Corber does not say whether he was given FOBs with the scooter, and if so, what happened to them, although he says he gave all of the keys in his possession to Economical. On balance, I find that the evidence before me does not show that Mr. Corber's scooter was sold with an alarm and key FOBs. Even if Mr. Corber failed to provide Economical with compartment keys and FOBs that were sold with the scooter, I find provides little support for the scooter not having been stolen.
25. Economical says that Mr. Corber initially claimed more personal items were stored in a scooter compartment, including a nap sack, bungee cords, a vice grip, a small ratchet set, and a screwdriver for the scooter. Economical says that together with the glasses, hoodie, and lock, these items would not fit in the scooter compartment. I find the evidence does not confirm the volume and shape of the compartment or the items, whether the items would fit in the compartment. So, I do not find this argument persuasive.
26. Finally, Economical says that Mr. Corber did not provide a photo of his bicycle helmet, which Mr. Corber says he still has at home because he did not wear it to the bar. Economical does not explain how Mr. Corber's failure to prove that he still possessed his bicycle helmet is relevant to the scooter's theft in these circumstances. I find that whether Mr. Corber still possesses the helmet provides little weight to Economical's argument that the purchased scooter was not stolen.

27. Having reviewed the evidence, I find that Mr. Corber has shown, on a balance of probabilities, that the scooter was stolen as alleged. This means that Economical owes Mr. Corber compensation under their insurance agreement.
28. I find that the price of the electric bicycle and tail box exceeded \$2,000. Given the \$1,000 deductible and \$1,000 coverage limit on the bicycle and its equipment, I find Economical owes Mr. Corber \$1,000 for the stolen scooter.
29. I find Economical also owes Mr. Corber \$290 for the stolen prescription glasses under the insurance policy. However, I find Mr. Corber has failed to prove the stolen hoodie's value, or to provide any evidence of the value of similar hoodies, so I decline to order payment for it. In his arguments, Mr. Corber claims payment for a few stolen personal items totalling "maybe \$600". I find he does not describe any other items in sufficient detail or provide evidence of their value, so I find he is not entitled to compensation for additional items.
30. Therefore, I find Economical owes Mr. Corber a total sum of \$1,290 for the theft.

## **CRT FEES, EXPENSES, AND INTEREST**

31. Mr. Corber is entitled to pre-judgement interest under the *Court Order Interest Act* on the \$1,290 owing. I find that pre-judgement interest is calculated starting May 12, 2020, the date of an Economical letter to Mr. Corber denying his insurance claim, until the date of this decision. This equals \$5.16.
32. 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. I find Mr. Corber was successful, so Economical must reimburse him \$125 for CRT fees. No CRT dispute-related expenses were claimed.

## **ORDERS**

33. Within 30 days of the date of this order, I order Economical to pay Mr. Corber a total of \$1,420.16, broken down as follows:



- a. \$1,290 in debt for insurance coverage,
- b. \$5.16 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

34. Mr. Corber is entitled to post-judgment interest, as applicable.

35. I dismiss Mr. Corber's remaining claims.

36. Under section 48 of the CRTA, the CRT will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the CRT's final decision. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a notice of objection to a small claims dispute.

37. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Chad McCarthy, Tribunal Member