



Civil Resolution Tribunal

Date Issued: September 15, 2025

File: SC-2024-003762

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *White v. ICBC*, 2025 BCCRT 1282

B E T W E E N :

ADAM PAUL WHITE

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This small claims dispute is about an insurance deductible. The applicant, Adam Paul White, was in a motor vehicle accident involving two other vehicles. The respondent insurer, Insurance Corporation of British Columbia (ICBC) held Mr. White 100% responsible for the accident.

2. Mr. White disputes ICBC's decision about fault. He claims \$5,000 for his deductible, increased insurance premiums, and other expenses he says resulted from ICBC's delay. Mr. White represents himself.
3. ICBC says I should dismiss the claim. It says it acted reasonably in its liability investigation and made the correct determination that Mr. White was responsible for the accident. An employee represents ICBC.
4. As I explain below, I find Mr. White was 50% responsible for the accident, and I order ICBC to reimburse half Mr. White's deductible.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. In some respects, the credibility and reliability of witness evidence is disputed here. While credibility issues can in some cases be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal and flexible manner. I find that both ICBC and Mr. White had a sufficient opportunity to address inconsistencies in the witness evidence, and I am properly able to assess and weigh the evidence and submissions before me. Neither party asks for an oral hearing, and the amount of money at stake is relatively small. For these reasons, I decided that the benefit of an oral hearing does not outweigh the efficiency of a hearing by written submissions.

7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
8. To some extent, Mr. White asks for an order that ICBC change its fault determination. This type of order is known as an injunctive order. The CRT has limited jurisdiction to make injunctive orders in small claims disputes, and I cannot make that type of order here. CRTA section 10 says the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. So, to the extent that Mr. White asks ICBC to change its fault determination, I refuse to resolve his claim.
9. As explained in *Schilling v. ICBC*, 2025 BCCRT 44, the CRT has consistently held that ICBC has a contractual obligation to indemnify its insureds based on a correct liability determination. So, I have assessed who is liable for the accident without placing any weight on ICBC's determination.

Late evidence and submissions

10. Mr. White provided late evidence, which was photos of pages of ICBC's decision letter. The letter is obviously relevant to the dispute. ICBC was given an opportunity to view and make submissions about it. So, I admitted the late evidence.
11. After the dispute was assigned to me, CRT staff advised that Mr. White provided further unsolicited late submissions that the CRT did not provide to ICBC. I read the submissions after drafting my decision. The submissions were lengthy, repetitive, and appeared to be produced by artificial intelligence (AI). They were also largely irrelevant. I decided it would not be in keeping with the CRT's speedy and efficient mandate to further delay the proceeding to provide these late and minimally-relevant submissions to ICBC for its review and reply. The submissions had no bearing on my decision.

ISSUES

12. The issues in this dispute are:

- a. To what extent is Mr. White responsible for the accident?
- b. What, if anything, are Mr. White's damages?

EVIDENCE AND ANALYSIS

- 13. As the applicant in this civil proceeding, Mr. White must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
- 14. The accident happened on August 2, 2023, on the westbound side of Highway 1 in Vancouver. At this stretch of highway, the westbound lanes face north. There are three lanes, plus exit lanes and off-ramps periodically.
- 15. The accident happened near the First Avenue exit. At the exit, there were barrels filled with sand in front of a concrete median divider at the exit.
- 16. Three cars were involved in the accident. One was Mr. White's Dodge Ram. The second was a Ford Mustang. The third was a Toyota Corolla. The Ram and the Mustang collided first, resulting in the Mustang hitting the sand barrels, flipping, and eventually coming to rest upside down. The Corolla and the Ram collided after the first collision. This much is undisputed.
- 17. Mr. White does not provide, in his own words, a description of the accident or the events leading up to it. Rather, his submissions focus on why ICBC's investigation was flawed, or its decision was wrong. Adding to the confusion, his submissions appear to be prepared with the assistance of generative AI and often use "you" to refer to Mr. White. However, from his submissions and his emails to ICBC, I take his central point to be that he was established in the right lane when the Mustang drove into his Ram from the First Avenue exit.
- 18. ICBC collected statements from the Mustang driver on August 7, 2023, from Mr. White on August 8, 2023, and from the Corolla driver on January 4, 2024.

19. The Mustang driver reported that they were travelling in the right lane, intending to take the McGill exit, approximately 2 km ahead of the First Avenue exit. They had been in the lane for about a minute. Just past the First Avenue exit they felt an impact, which I take to be from the Ram, and ended up upside down on Highway 1.
20. I pause to acknowledge that Mr. White questions the authenticity of an internal ICBC “Loss Details” document about the Mustang driver’s description of the incident. However, his argument that the document looks suspiciously altered is unpersuasive. In any event, ICBC’s decision letter does not refer to anything in this document. Further, I find the description of the accident in this document consistent with the drawing the Mustang driver provided to ICBC, which identifies the Mustang in the right lane and the Ram in the middle lane before the collision.
21. According to ICBC’s notes on Mr. White’s statement, he said he noticed the Mustang driving erratically behind traffic before the collision. Some of the notes are inconsistent. For example, the notes first say Mr. White was in the centre lane and “needing” the right lane to take the First Avenue exit. Later, the notes say Mr. White could have taken either the First Avenue exit or the Hastings exit to get to work, but because of traffic he was taking the Hastings exit, not the First Avenue exit. The notes say Mr. White said he was fully established in the right lane, when the Mustang, taking the First Avenue exit, pulled back into the right lane, crossing the painted meridian and hitting the side of his truck, then the sand barrels, and causing him to contact the Corolla on its right side.
22. Normally, I would take the latter description to simply be a correction of a misstatement or misunderstanding earlier in the statement. However, this latter version of events is inconsistent with the information Mr. White gave to the police immediately after the accident. In particular, the police report noted Mr. White said he was in the middle lane, but trying to change into the right lane to take the “HWY #1 exit”. I infer this was an error by the officer or Mr. White, as Mr. White was undisputedly travelling on Highway 1. I find the intention was the First Avenue exit, as Mr. White told ICBC initially. Mr. White told the police officer that the Mustang

driver would not let him in, and accelerated to prevent him from entering the right lane. He said the Mustang then hit his truck, hit the median and flipped over. Mr. White says the police report confirms he was in the right lane, but I do not share that interpretation. He does not explain why he told police the accident happened when the Mustang attempted to prevent him from moving from the middle lane to the right lane, while he told ICBC he was fully established in the right lane. In submissions, Mr. White does not address this discrepancy or say which exit he was taking.

23. There is also the evidence of the Corolla driver. The Corolla driver reported that they were driving in the middle lane. It is undisputed, and confirmed by both Mr. White's evidence and the Corolla driver's report, that the Ram struck the Corolla only on its front and rear passenger side doors. Mr. White argues that this confirms he was established in the right lane. He says if he were in the process of changing lanes when he hit the Mustang, he would have hit the Corolla from behind and not from the side. I agree that the Ram must have struck the Corolla from the right lane, but I find this does not mean the Ram was established in the right lane when the collision with the Mustang occurred.
24. According to ICBC's decision letter, the Corolla driver said the Ram was "a little behind him in lane 1" (the right lane). Mr. White says this is further confirmation that he was established in the right lane before the first collision. ICBC says the Corolla driver was referring to the Ram's position after the initial impact. I find this evidence inconclusive, because the Corolla driver said they did not see the initial collision, so it is not clear that they were paying attention to the Ram's location before it contacted the Corolla.
25. There are also two independent witness statements. One supports Mr. White's position, the other does not.
26. On August 4, 2023, ICBC took a statement from SH. SH said that while the Mustang was passing the First Avenue exit, the Ram changed from the centre lane to the right lane, hitting the Mustang's driver's side and causing it to hit the sand

barrels and flip. Although I put no weight on SH's opinion on fault, they said the Ram's driver was "100 percent at fault."

27. On August 16, 2023, ICBC took a statement from TB. The police also interviewed TB, and the statements are generally consistent. TB said there was a Mustang tailing them before the First Avenue exit. TB was in the "offramp lane" to take the First Avenue exit when the Mustang moved "very aggressively" back into Highway 1's right lane as if they realized they were in the wrong lane, and that is when the Mustang and Ram collided. TB said the mustang was driving aggressively and "pulling so fast on jerky movements." Based on this, TB concluded that the Mustang driver was at fault. Again, I put no weight on this witness's conclusion about fault. I mention the two conclusions only to emphasize how differently even neutral observers can observe, interpret, and recollect the same event.
28. The evidence could hardly be more conflicting. One independent witness statement, the Corolla driver's statement, the Corolla's damage, and most of Mr. White's statement to ICBC have Mr. White at least entering the right lane, if not established there, when the Mustang drove into him from the exit lane. The other witness statement, the Mustang driver's statement and Mr. White's statement to the police have the Mustang established in the right lane and Mr. White changing lanes from the centre lane before the accident.
29. It may be that Mr. White entered the right lane just as the Mustang veered back into the right lane from the First Avenue exist. I am unable to reconcile the evidence to the point where I can reach a reasonably firm conclusion about how the accident happened. However, I am satisfied that ICBC's decision that Mr. White was 100% at fault is not supportable.
30. ICBC relied on section 151 of the *Motor Vehicle Act*. That section says a driver must not change lanes unless it is safe to do so and will not affect another vehicle's travel. ICBC said the Mustang driver was established in the right lane and had the right of way, so Mr. White had to prove he did not change lanes negligently. The evidence does not clearly support a conclusion that the Mustang driver was

established in the right lane, particularly given TB's evidence that was in the First Avenue exit lane before the impact. Further, ICBC failed to adequately account for TB's evidence that the Mustang driver was driving aggressively and erratically.

31. When two drivers are both partially responsible for an accident, liability is split based on their relative fault or blameworthiness. This requires an assessment of how much each driver's conduct fell below a reasonable standard. It is difficult to assess each driver's relative misconduct when it is not clear exactly how the accident happened. However, I am satisfied on a balance of probabilities that the Mustang driver was driving recklessly and therefore is partially at fault. I am not satisfied that Mr. White was blameless, given his failure to satisfactorily address the inconsistencies in his own evidence. In short, I am not satisfied that he was fully established in the right lane before the accident.

32. Based on the above, I find Mr. White 50% at fault for the collision.

Damages

33. Mr. White undisputedly paid a \$1,000 deductible based on being 100% at fault. So, I order ICBC to reimburse him half that amount, or \$500, for his deductible.

34. Mr. White also claims an unspecified amount for increased insurance premiums. ICBC says Mr. White has had two additional claims since the accident that affected his insurance premiums. As the applicant, Mr. White has the burden of proving his claims. He does not explain why he did not submit documentation showing the premium increase since the accident. So, I find these alleged damages unproven.

35. Mr. White appears to claim something for insurance premiums he paid while waiting for his Ram to be repaired. However, he provided no supporting evidence about the payments, how long repairs took, or whether he tried to cancel his insurance. I find these alleged damages unproven.

36. Mr. White submitted dozens of taxi receipts he says are for travel between home and work. ICBC says if Mr. White is not 100% at fault, it will review his receipts for

reimbursement to the percentage he was not responsible. I am unable to make an order for reimbursement here for two reasons. First, Mr. White does not claim a specific amount. Second, I cannot calculate or even estimate the amount he claims because the photos of the taxi receipts are significantly illegible. So, I dismiss this aspect of his claim, noting this does not prevent ICBC from reimbursing Mr. White.

37. Mr. White appears to possibly be claiming unspecified amounts for damage to his Ram's wheels. He did not provide any evidence about the repair costs. ICBC says this must be arbitrated as a "coverage dispute" under the *Basic Vehicle Damage Coverage Regulation*. Mr. White does not challenge this. As noted in *Kowalchuk v. ICBC*, 2024 BCCRT 887, the CRT does not have jurisdiction over coverage disputes. So, I refuse to resolve this aspect of Mr. White's dispute.
38. The *Court Order Interest Act* applies to the CRT. Mr. White is entitled to pre-judgment interest on the \$500 deductible from the date he paid it to the date of this decision. The date he paid the deductible is not clear. Doing the best I can with the evidence, I will use November 1, 2023. The interest amounts to \$41.24.
39. Neither party paid CRT fees, and neither party claims dispute-related expenses.

ORDERS

40. Within 21 days of the date of this decision, I order ICBC to pay Mr. White a total of \$541.24, broken down as \$500 in damages and \$41.24 in pre-judgment interest under the *Court Order Interest Act*.
41. Mr. White is entitled to post-judgment interest, as applicable.
42. Under CRTA section 10, I refuse to resolve Mr. White's claim about his Ram's wheels and his claim for an injunctive order.

43. This is a validated decision and order. 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. Once filed, a CRT order has the same force and effect as a court order.

Micah Carmody, Tribunal Member