



Civil Resolution Tribunal

Date Issued: September 25, 2025

File: SC-2023-011595

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Yu v. ICBC*, 2025 BCCRT 1346

B E T W E E N :

QIANG YU

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This dispute is about an insurance deductible refund.
2. On August 17, 2023, the applicant, Qiang Yu, was in an accident with an Uber vehicle. Both Mr. Yu and the Uber driver were insured by the respondent insurer, Insurance Corporation of British Columbia (ICBC).

3. ICBC found Mr. Yu 100% responsible for the accident because Mr. Yu's vehicle and trailer crossed the centre line causing the collision with the Uber vehicle. Mr. Yu acknowledged that his vehicle had a steering failure. Mr. Yu says the steering failure means that he was not responsible for the accident. Mr. Yu also says the Uber driver was speeding.
4. Mr. Yu says that ICBC did not conduct an adequate investigation because it did not investigate these other accident theories. Mr. Yu seeks \$1,350 for the refund of his insurance deductible. Mr. Yu also seeks a reduction of his insurance premium.
5. ICBC says its investigation was proper and its decision reasonable, and that Mr. Yu is responsible for the accident.
6. Mr. Yu represents himself. An employee represents ICBC.
7. For the reasons that follow, I dismiss Mr. Yu's claims.

JURISDICTION AND PROCEDURE

8. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 says 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.
9. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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. I find that an oral hearing is not necessary.
10. 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.

11. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

12. The issue in this dispute is whether Mr. Yu is entitled to a refund of his insurance deductible or a reduction of his insurance premium.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, as the applicant, Mr. Yu must prove his claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
14. The *Insurance Vehicle Act* (IVA) requires ICBC to indemnify an insured based on the insured's degree of fault. I find this requires ICBC to correctly determine responsibility. IVA section 174 also forms part of ICBC's compulsory insurance contract under section 1.1 of the *Insurance Vehicle Regulation*. So, I find that Mr. Yu is claiming that ICBC breached the parties' contract by incorrectly determining responsibility for the accident. The damages that permit him to bring this matter within the CRT's small claims jurisdiction are his deductible and his subsequent increased insurance premiums.

Did ICBC correctly determine liability?

15. In its decision letter explaining its reasons, ICBC found Mr. Yu breached *Motor Vehicle Act* (MVA) sections 151 and section 154. MVA section 151 establishes a driver's obligations not to cross the centre line when travelling on a landed roadway, except where they have signalled to do so.
16. Mr. Yu says ICBC came to the wrong conclusion for two reasons. First, Mr. Yu says that ICBC did not get the speed data for the Uber vehicle, which Mr. Yu says would have proved that the Uber was speeding. Second, Mr. Yu says that ICBC should

have accepted that he was not responsible for the accident because of the steering malfunction that he says existed.

17. On August 18, 2023, one of the Uber passengers reported the accident to ICBC. The passenger provided a statement to ICBC saying the Uber was travelling in its own lane when Mr. Yu's pickup truck and trailer, travelling in the opposite direction, crossed into the Uber's lane and hit the Uber head on. ICBC contacted the Uber driver who also confirmed that Mr. Yu's pickup truck and trailer crossed into their lane, leading to the accident. ICBC says that it relied on the Uber passenger's statement, which did not say that the Uber driver was speeding, to conclude that speed was not a likely factor in the collision.
18. ICBC says it contacted Mr. Yu on September 7, 2023, and that Mr. Yu confirmed that the accident had occurred as the Uber passenger described. Mr. Yu said that he was not responsible for the accident because a steering malfunction in his vehicle caused him to lose steering control, leading to his vehicle crossing the centre line. ICBC says it told Mr. Yu that it required evidence to support a claim that manufacturer negligence caused the accident.
19. ICBC says that Mr. Yu told ICBC that he had previously experienced a loss of braking and steering in his 2021 Ford F-150. Mr. Yu did not say when he experienced the earlier steering loss or what steps he took to have this issue diagnosed or repaired. Mr. Yu also referred to an earlier recall notice on a third-party website dated May 29, 2021 for his vehicle. The 2021 recall said some 2021 Ford F-150s' steering gear may have internal damage which could result in steering difficulty or an inability to rotate the steering wheel while driving.
20. Other than the 2021 recall, Mr. Yu did not provide any information to ICBC or in this dispute that shows his vehicle was suffering from a steering defect or a manufacturing defect that caused the accident. Mr. Yu refers to the police report which indicates that the police noted a steering failure as the cause of the accident. However, I find that this report does not explain how a manufacturing defect caused the steering failure. I also find that the police were likely recording Mr. Yu's own

explanation of the accident's cause, and I find that the police officer's comment on the accident's cause is not admissible because the police officer is not qualified to give expert evidence about manufacturing defects.

21. Without other evidence proving a manufacturing defect led to a steering failure, I find that ICBC made the correct decision when it found Mr. Yu 100% liable for this accident. I find that Mr. Yu is not entitled to a refund of his insurance deductible or a reduction of his insurance premium.
22. Under CRTA section 49 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 see no reason in this case not to follow that general rule. Mr. Yu was unsuccessful, so I dismiss his claim for CRT fees. Neither party claimed dispute-related expenses.

ORDER

23. I dismiss Mr. Yu's claims.

Mark Henderson, Tribunal Member