



Citation: Dai v. Aviva Insurance Company of Canada, 2023 ONLAT 20-008474/AABS

Licence Appeal Tribunal File Number: 20-008474/AABS

In the matter of an application pursuant to subsection 280(2) of the *Insurance Act*, RSO 1990, c I.8, in relation to statutory accident benefits.

Between:

Jian Dai

Applicant

and

Aviva Insurance Company of Canada

Respondent

DECISION

VICE-CHAIR:

Brett Todd

APPEARANCES:

For the Applicant:

Yu Jiang, Paralegal

For the Respondent:

Maia K. Abbas, Counsel

HEARD:

By way of written submissions

OVERVIEW

- [1] Jian Dai (the “applicant”) was involved in a motor vehicle accident on October 4, 2017 and sought benefits pursuant to the *Statutory Accident Benefits Schedule – Effective September 1, 2010 (including amendments effective June 1, 2016)* (the “Schedule”). Aviva Insurance Company of Canada (the “respondent”) denied certain benefits. The applicant submitted an application to the Licence Appeal Tribunal – Automobile Accident Benefits Service (the “Tribunal”) for resolution of the dispute.
- [2] The applicant submits that he suffers from serious physical and psychological injuries as a result of an accident that occurred when the vehicle he was driving was hit on the front right side. According to the Disability Certificate/OCF-3 dated October 11, 2017, the applicant sustained cervical disc disorders, spondylolysis, radiculopathy, chronic post-traumatic headache, strain and sprain of the neck, thorax, lumbar spine, and pelvis, along with emotional shock and stress, malaise and fatigue, and sleep disorders. He claims entitlement to five Treatment and Assessment Plans/OCF-18s (two for physiotherapy services, one for chiropractic services, one for psychological services, and one for catastrophic assessments), as well as the amount of an Expenses Claim Form/OCF-6, and interest on any overdue payment of benefits.
- [3] The respondent argues that the applicant is not entitled to the treatment plans in dispute, as they have not been proven to be reasonable and necessary. Aviva also maintains that the chiropractic treatment plan noted as issue #5 below has never been properly submitted by the applicant; that a psychological services treatment plan listed as issue #3 in the Case Conference Report and Order (“CCRO”) dated October 12, 2021 should be considered withdrawn or abandoned, as the applicant does not refer to it in his submissions; that the catastrophic assessment plan listed as issue #6 below was partially denied due to improper billing of reviews as full assessments and the applicant’s non-compliance with requests for insurer examinations under s. 44 of the *Schedule*; and that the OCF-6 listed as issue #7 below was submitted after the expenses that it listed were incurred and is not payable as a result. It also holds that as no benefits are payable, interest is not applicable.

ISSUES IN DISPUTE

- [4] The following issues are in dispute:
1. Is the applicant entitled to \$1,645.78 (\$3,701.88 less \$2,056.10 approved) for psychological services, recommended by Somatic

Assessments and Treatment Clinic in a treatment plan/OCF-18 dated March 18, 2019?

2. Is the applicant entitled to \$2,804.20 for psychological services, recommended by Somatic Assessments and Treatment Clinic in a treatment plan/OCF-18 dated January 23, 2021?
3. Is the applicant entitled to \$1,429.29 (\$4,115.12 less \$2,693.83 approved) for physiotherapy services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated November 10, 2020?
4. Is the applicant entitled to \$3,989.56 for physiotherapy services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated December 8, 2020?
5. Is the applicant entitled to \$4,416.71 for chiropractic services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated January 23, 2021?
6. Is the applicant entitled to \$6,312.81 (\$16,712.81 less \$10,400.00 approved) for catastrophic assessments, recommended by Somatic Assessments and Treatment Clinic in a treatment plan/OCF-18 dated July 31, 2020?
7. Is the applicant entitled to \$247.27 for medical expenses submitted in an Expenses Claim Form/OCF-6 dated February 12, 2020?
8. Is the applicant entitled to interest on any overdue payment of benefits pursuant to s. 51 of the *Schedule*?

PROCEDURAL ISSUE

- [5] I agree with the respondent and find that the applicant has abandoned issue #2 above, as he has not made any submissions regarding this treatment plan for psychological services in the amount of \$2,804.20 dated January 23, 2021.
- [6] In its submissions, the respondent notes that while this treatment plan is listed on the CCRO, it is not listed as an issue that remains in dispute in the applicant's submissions, nor is it referenced at any point elsewhere in these documents. The respondent submits that this issue should be treated as withdrawn and/or abandoned, and that at any rate it is a duplicate of an already approved treatment plan.

- [7] As I can find no reference to this treatment plan in the applicant's submissions, I concur with Aviva and consider this issue to have been abandoned. The applicant also chose not to file reply submissions, where this matter could have been addressed if the applicant had erroneously left this treatment plan out of its initial submissions.
- [8] Additionally, I find that as the applicant has made no submissions on this treatment plan, he has not met his burden and demonstrated that this plan is reasonable and necessary.
- [9] Accordingly, I will not be considering this treatment plan in my decision.

RESULT

- [10] I find that:
- i. The applicant is entitled to \$1,645.78 (\$3,701.88 less \$2,056.10 approved) for psychological services, recommended by Somatic Assessments and Treatment Clinic in a treatment plan/OCF-18 dated March 18, 2019, plus interest on any overdue amount, as he has demonstrated that this plan is reasonable and necessary.
 - ii. The applicant is entitled to \$1,429.29 (\$4,115.12 less \$2,693.83 approved) for physiotherapy services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated November 10, 2020, plus interest on any overdue amount, as he has demonstrated that this plan is reasonable and necessary.
 - iii. The applicant is entitled to \$3,989.56 for physiotherapy services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated December 8, 2020, plus interest on any overdue amount, as he has demonstrated that this plan is reasonable and necessary.
 - iv. The applicant is not entitled to \$4,416.71 for chiropractic services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated January 23, 2021, or interest, as he has not proven that this plan was properly submitted to the insurer.
 - v. The applicant is not entitled to \$6,312.81 (\$16,712.81 less \$10,400.00 approved) for catastrophic assessments, recommended by Somatic Assessments and Treatment Clinic in a treatment plan/OCF-18 dated July 31, 2020, as he has not proven the unapproved assessments to be

reasonable and necessary. It follows that interest is not applicable to this claim.

- vi. The applicant is not entitled to \$247.27 for medical expenses submitted in an Expenses Claim Form/OCF-6 dated February 12, 2020, as he submitted this form after incurring the expenses in contravention of s. 38(2) of the *Schedule*, and he has not demonstrated that they are reasonable and necessary. Interest is not applicable for this claim.

ANALYSIS

The Treatment Plans

- [11] To receive payment for a treatment and assessment plan under s. 15 and 16 of the *Schedule*, the applicant bears the burden of demonstrating on a balance of probabilities that the benefit is reasonable and necessary as a result of the accident. To do so, the applicant should identify the goals of treatment, how the goals would be met to a reasonable degree and that the overall costs of achieving them are reasonable.

Is the \$1,645.78 (\$3,701.88 less \$2,056.10 approved) OCF-18 for psychological services dated reasonable and necessary?

- [12] I find that the applicant is entitled to the unapproved portion of this OCF-18 for psychological services in the amount of \$1,645.78 dated March 18, 2019, as he has demonstrated that this treatment plan is reasonable and necessary. He is also entitled to interest on any overdue and incurred amount of this plan in accordance with s. 51 of the *Schedule*.
- [13] The core of this dispute is not the treatment plan for psychological services itself, as Aviva agrees that it is reasonable and necessary, but the number and length of time of the therapy sessions. Where the OCF-18 in dispute, written by Bruce Cook, psychological associate, calls for 14 1.5-hour sessions, Aviva relies on an insurer examination (“IE”) assessment report of Dr. Mohammad Nikkhou, neuropsychologist, dated May 15, 2019, that recommends 10 one-hour sessions. Dr. Nikkhou disagreed with the diagnoses of Mr. Cook regarding severe depression and post-traumatic stress disorder and found that the applicant showed a tendency to over-report his symptoms. As a result, he recommended a fewer number of therapy sessions at shorter duration, which is what Aviva agreed to fund. The amount in dispute here is the difference in cost between the two recommended courses of psychological therapy.

- [14] I agree with the applicant. I find the psychological assessment and treatment update reports of Mr. Cook, dated March 17, 2019, July 31, 2019, November 27, 2019, July 3, 2020, October 21, 2020, to be persuasive in terms of supporting the need for the additional and longer sessions of therapy recommended in the OCF-18 in dispute. These records are thorough and consistent. As a result of a number of personal interviews and testing, Mr. Cook diagnosed the applicant with dysthymia/severe depression, driver phobia/anxiety, and psychological sequelae due to chronic pain, all as a result of the accident. He consistently recommended sessions of psychological therapy, as such sessions were helping the applicant deal with his primary impairments as well as residual trauma, disturbed sleep, and cognitive issues. The applicant's psychological complaints are also well chronicled in the clinical notes and records ("CNRs") of his family physicians, Dr. Vincent Kwong and Dr. Heung Wing Li. From October 10, 2017 through February 12, 2021, the applicant steadfastly (he attended the physicians at least 17 times during this period of time) complained to his doctors of anxiety, depression, and disturbed sleep. All of this evidence forms a strong basis for the therapeutic recommendations in this OCF-18, including the added sessions at 1.5-hours each in length.
- [15] Further, Dr. Nikkhou's report confirms the applicant's psychological issues even though the physician takes issue with the length and time of the therapy sessions required. Dr. Nikkhou finds that the applicant's clinical profile is consistent with diagnoses of other specified trauma and stressor-related disorder with prolonged duration of mild anxiety-depressive symptoms, for example, which I find bolsters the assessment of Mr. Cook.
- [16] Additionally, I agree with the applicant's argument that the respondent's opinion on the validity of 1.5-hour therapy sessions is contradictory. Based on what I have before me, the OCF-18 in dispute was the first treatment plan submitted for psychological services. Following the partial denial of this plan, Mr. Cook issued the reports noted in the previous paragraph, all of which recommended courses of 7-10 therapy sessions, all of which were 1.5 hours in duration. According to the applicant, Aviva fully approved two of these plans, dated August 29, 2020 and November 18, 2020, at the 1.5-hour duration and rate. The respondent does not challenge this contention, or explain why it funded some treatment plans at 1.5 hours per session yet drew the line at another, despite the therapy sessions being, from what I can determine, very similar if not identical. In my view, this undermines Aviva's rejection of 1.5-hour psychological therapy sessions in its submissions, which includes accusations that the clinic in question is overcharging for its services and, strangely, the complete content of an online

HuffPost article asserting that 45-50-minute therapy sessions are the standard that traces back to Freud.

- [17] Consequently, the applicant is entitled to the full amount of this OCF-18, along with interest on any overdue and incurred amount, as he has met his burden of demonstrating that this treatment plan is reasonable and necessary.

Are the \$1,429.29 (\$4,115.12 less \$2,693.83 approved) and \$3,989.56 OCF-18s for physiotherapy services reasonable and necessary?

- [18] I find that the applicant is entitled to the unapproved \$1,429.29 (\$4,115.12 less \$2,693.83 approved) amount of the OCF-18 dated November 10, 2020, and the OCF-18 in the amount of \$3,989.56 dated December 8, 2020. Interest is applicable for the overdue and incurred amounts of both plans, pursuant to s. 51 of the *Schedule*.
- [19] In dispute are two OCF-18s for physiotherapy services, which the applicant argues are reasonable and necessary. Injuries and sequelae are identical in each plan, consisting of whiplash, sprain and strain of the cervical and lumbar spine, low back pain, neck muscle and tendon damage, radiculopathy, cervical disc disorder, and dislocation of joints and ligaments in the lumbar spine and pelvis, in addition to the psychological issues detailed in the previous section of this decision. The OCF-18 dated November 10, 2020, completed by Ahmed Afifi, physiotherapist, of Total Recovery Rehab Centre, recommended 48 sessions of therapy and included fees for an assessment, documentation, and transportation for the claimant. The OCF-18 dated December 8, 2020 is nearly identical, recommending the same 48 treatment sessions and including similar fees for a reassessment, transportation, and a progress report.
- [20] Aviva partially denied the November 10, 2020 OCF-18 by removing the transportation costs, reducing the cost of the progress report, and removing 16 sessions of massage therapy. The insurer also submits that there is no basis to approve the denied treatment now, as there is no evidence that the applicant will incur it. Aviva denied the entirety of the OCF-18 dated December 8, 2020 largely on the basis of an IE report by Dr. Alborz Oshidari dated January 29, 2021 that found this treatment plan unnecessary as he concluded the applicant had reached maximum medical improvement.
- [21] The applicant's medical evidence is well-founded, extensive, and ultimately persuasive with regard to the reasonable and necessary nature of these two OCF-18s. As noted above, the applicant visited his two family doctors at least 17 times between the date of the accident on October 4, 2017 and February 2021,

always complaining of the same injuries and sequelae mirrored in the OCF-18s in dispute here. Both doctors also recommended continued physiotherapy on numerous occasions. In addition, the applicant reported symptom improvement and pain relief to his family doctors due to physiotherapy that he attended at Perfect Physio & Rehab Centre and Total Recovery Rehab Centre in 2017 and 2018. It is also noteworthy that the applicant reported more pain in his neck and shoulder when he stopped attending physiotherapy toward the end of 2018. It seems clear, to me at any rate, that the physiotherapy was well supported medically and that it was relieving the applicant's pain.

- [22] I also prefer the applicant's additional medical evidence in the reports of Dr. Lance Majl, neurologist, Dr. Simon Harris, orthopedic surgeon, and Dr. Thomas Steeves, neurologist. Dr. Majl documented paracervical tenderness and 20 per cent reduced range of motion in the applicant's neck, and made referrals to Dr. Harris and Dr. Steeves for follow-up examinations and testing. Dr. Harris, in his report dated September 11, 2020, diagnoses cervical strain and chronic neck pain and recommends that these conditions be managed with an active physiotherapy program. Dr. Steeves, in his interpretation of an electromyography ("EMG") nerve conduction assessment conducted on December 18, 2020, diagnoses abnormalities showing evidence for mild and chronic left C6 and C7 radiculopathies. He recommends physiotherapy. Granted, none of these reports specifically refer to the OCF-18s in dispute. However, when assessed together and alongside the CNRs of the family doctors, the medical evidence overall supports the reasonable and necessary nature of these physiotherapy plans.
- [23] I am not persuaded by the argument of the respondent with regard to the November 10, 2020 OCF-18. The partial denial seems somewhat arbitrary. More importantly, this decision is not properly explained by Aviva on the Explanation of Benefits ("EOB") letter sent to the applicant on November 13, 2020, which simply lists the portions of the plan that it agrees to approve with no accompanying rationale. This is in contravention of s. 38(8) of the *Schedule*, which holds that "Within 10 business days after it received the treatment and assessment plan, the insurer shall give the insured person a notice that identifies the goods, services, assessments and examinations described in the treatment and assessment plan that the insurer agrees to pay for, any the insurer does not agree to pay for and the medical reasons and all the other reasons why the insurer considers any good, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary." This invokes s. 38(11)2., which holds that the insurer failing to give notice pursuant to s. 38(8) "shall pay for all goods, services, assessments and examinations described in the treatment and assessment plan."

- [24] I am similarly unpersuaded by Dr. Oshidari's report focusing on the December 8, 2020 OCF-18, largely because of inconsistencies. While Dr. Oshidari did not find evidence of significant abnormalities, or radiculopathy or myelopathy, he does note that the applicant demonstrated restricted range of motion and extension in his cervical spine, and that the applicant complained of pain throughout testing. Dr. Oshidari also remarks on significant disc degeneration, which is noted in an MRI of the applicant's cervical spine dated October 9, 2019, and even that the "sprain/strain" that the applicant experienced in the accident "exacerbated pre-existent degenerative change in the cervical spine." Despite the above, Dr. Oshidari opines in his report that the applicant has reached maximum medical improvement and that the treatment in the OCF-18 is not reasonable and necessary. Dr. Oshidari seems to base this opinion almost entirely on the self-reporting of the applicant, who allegedly told him that physiotherapy had not resulted in any functional improvements or a lessening of his pain. This is not, in my view, entirely credible, as the applicant reported the opposite to other medical practitioners and received physiotherapy referrals from his family doctors.
- [25] Additionally, Dr. Oshidari somewhat contradicts himself by concluding that no "physical intervention" would be of rehabilitation benefit. I find it difficult to understand how the physician could accept the applicant's complaints of pain and even acknowledge the possible exacerbation of degenerative disc disease as a result of injuries suffered in the accident and still conclude that any sort of physical therapy would be pointless, regardless of whatever the applicant may have said to him. In the end, I find the Dr. Oshidari report to be an outlier in comparison with the medical evidence produced by the applicant.
- [26] I do not agree with the respondent's argument that there would be no point awarding the applicant with these treatment plans, as there is no evidence that he would return to Canada from China to avail himself of them. The applicant's residency status has no bearing on the dispute before me.
- [27] For these reasons, the applicant is entitled to the full amounts of both of these physiotherapy treatment plans, plus interest on any overdue incurred amounts.

Is the \$4,416.71 OCF-18 for chiropractic services reasonable and necessary?

- [28] I find that the applicant is not entitled to this OCF-18 for chiropractic services in the amount of \$4,416.71 dated January 23, 2021, or interest, as he has not proven that this treatment plan was submitted to the respondent.
- [29] At the centre of this dispute is the submission of the OCF-18 itself, completed by Dr. Georgia Palantzas of Total Recovery Rehab Centre, and recommending 16

sessions each of chiropractic treatment, strength and balance training, and acupuncture, along with costs for two assessments and transportation. The applicant claims that this OCF-18 was sent to the respondent, and offers the OCF-18 itself as proof of this submission. The applicant further argues that the respondent did not respond to this treatment plan, and is therefore not compliant with s. 38(8) of the *Schedule*, as has been already described above. Because of this alleged lack of a valid notice, the applicant submits that Aviva must pay for the benefits in this OCF-18, again in accordance with s. 38(11)2. as described above.

- [30] In response, Aviva claims that it has no record of this treatment plan ever being submitted. As a result, Aviva has refused payment of this treatment plan, and argues that it should not be approved because the applicant has not followed the provisions of the *Schedule* regarding an applicant's duty to provide information (covered in s. 33 of the *Schedule*, although the respondent does not cite this in its submissions).
- [31] I agree with Aviva. The applicant has not provided any proof that the OCF-18 was submitted, despite considerable opportunity to do exactly that. Simply including the OCF-18 in the applicant's submissions does not prove that the document was ever actually sent to Aviva. No additional information has been produced regarding how or when the applicant sent this OCF-18 to the insurer. The applicant does not confirm the date that the OCF-18 was submitted, let alone provide any documentary evidence in the form of emails, faxes, or correspondence.
- [32] In my view, the mystery of the missing OCF-18 should have been easy for the applicant to resolve with Aviva, either well before this issue became a dispute or, at the very least, in reply submissions. Regardless, the applicant has submitted no supporting documentation to demonstrate that this OCF-18 was ever submitted to Aviva, which is enough on its own for me to deny entitlement.
- [33] Accordingly, the applicant is not entitled to this OCF-18. It follows that interest is not applicable, as there are no overdue benefits.

Is the \$6,312.81 (\$16,712.81 less \$10,400.00 approved) OCF-18 for catastrophic assessments reasonable and necessary?

- [34] I find that the applicant is not entitled to the unapproved portion of this OCF-18 for catastrophic assessments in the amount of \$6,312.81 (\$16,712.81 less \$10,400.00 approved) in an OCF-18 dated July 31, 2020, due to not meeting his

burden and demonstrating that they are reasonable and necessary. It follows that interest is also not applicable to this claim.

- [35] The applicant submits that he is entitled to the entire amount of the catastrophic assessments listed in this OCF-18, completed by Dr. Shobhan Vachhrajani, neurosurgeon. Nine separate assessments are recommended in the plan, along with fees for documentation preparation, interpretation services, and claimant transportation. The applicant takes the position that all of these assessments should be payable largely as they have been shown to be reasonable and necessary “in the face of all the medical evidence.” The respondent argues that it agreed to fund a considerable amount of this OCF-18, but denied three “clinic review assessments” citing no evidence that these are distinct and separate assessments, along with transportation and interpretation fees (noting that these should have been submitted as separate expenses). Aviva further claims that it has been prevented from properly assessing the applicant’s catastrophic claims because he has resided in China since December 2021 and not complied with some seven months’ worth of requests to make himself available for a range of IE assessments pursuant to s. 44 of the *Schedule*.
- [36] I largely concur with the respondent. The applicant does not qualify or explain the nature of the unapproved clinic review assessments in the OCF-18. I am persuaded by the respondent’s citation of *M.G. v Aviva Insurance Canada, 2019 ONLAT 18-002508*, a decision of this Tribunal that concluded a clinical intake review is not an examination of the applicant to determine a catastrophic injury, largely because it is just that, a review. As such, a review could be conducted as part of any other examination and does not need to exist and be funded as a standalone assessment. I also find that such a file review is not an examination in and of itself, and without added explanation that has not been provided, I do not find the file reviews in this OCF-18 to be reasonable and necessary. Further, I am not persuaded by the applicant’s argument citing s. 25(5)(a) of the *Schedule* regarding the provision that an insurer shall pay for each assessment. This sidesteps the actual argument here, which is the nature of the denied clinic reviews and why they should be deemed standalone assessments that are reasonable and necessary.
- [37] With that said, I do not agree with Aviva’s position on the denied transportation and translation services line items on this OCF-18. Both expenses seem well founded to me, at least in relation to the approved portions of this treatment plan. I am not persuaded by the insurer’s argument that transportation costs should be billed separately, and the insurer does not explain its reasons for the translation denial. However, the applicant has not broken down these costs per assessment,

instead leaving them as blanket costs covering the entire treatment plan. This makes it impossible for me to determine an appropriate amount for the transportation and translation services that Aviva has approved. As a result, I cannot find these costs to be reasonable and necessary.

- [38] Lastly, I am not considering Aviva's submissions regarding the applicant's non-attendance at s. 44 catastrophic IE assessments. A catastrophic injury determination is not before me, so any arguments and submissions regarding this issue are unrelated to the treatment plan in dispute.
- [39] For the above reasons, it follows that the applicant is not entitled to the unapproved portion of this OCF-18, or interest.

OCF-6 for Medical Expenses in the Amount of \$247.27

- [40] I find that the applicant is not entitled to medical expenses in the amount of \$247.27 in an OCF-6 dated February 12, 2020, or interest, as the form has been submitted in contravention of s. 38(2) of the *Schedule* and because he has not met his burden and proven that these expenses are reasonable and necessary.
- [41] As with treatment plans and assessments, s. 15 and 16 of the *Schedule* hold that an insurer is obliged to pay medical expenses. Further, as with treatment plans and assessments, it is the burden of the applicant to demonstrate on a balance of probabilities that said medical expenses are reasonable and necessary as a result of the accident.
- [42] At issue here are unspecified medical fees (listed only as "Medical Fee in China") and massage and physical therapy services performed from November 20, 2019 to January 23, 2020 and valued at a total of \$247.27 noted on an OCF-6 dated February 12, 2020. No other specifics are included with the OCF-6 aside from a three-page document in Chinese that seems to list the services performed and their value in yuan (no translation has been provided, so the specifics are indeterminable). The applicant submits that he was treated while in China for ongoing pain as a result of the injuries that he suffered in the subject accident, and as a result these expenses are reasonable and necessary.
- [43] Aviva argues that this OCF-6 is not payable pursuant to s. 38(2) of the *Schedule*, which sets out that an insurer is not liable to pay an expense in respect of a medical or rehabilitation benefit or an assessment or examination that was incurred before the insured person submits a treatment and assessment plan.

[44] I agree with the respondent. As the OCF-6 was submitted on February 12, 2020, some three weeks after the last treatment date of January 23, 2020, the form was submitted in contravention of s. 38(2) of the *Schedule*.

[45] Additionally, I find that the applicant has not met his burden and demonstrated that the treatment in this OCF-6 is reasonable and necessary. He submits no rationale as to why the treatment in this OCF-6 should be considered reasonable and necessary, stating only that the expenses should be approved because the consumer protection nature of the *Schedule* mandates that the legislation be “given a broad and liberal interpretation.” I do not accept that “broad and liberal” requires a wholesale acceptance of benefit claims. The evidence must still be assessed to determine if a benefit is reasonable and necessary. In this instance, it is not, at least in my estimation.

[46] Accordingly, and for the reasons noted above, the OCF-6 is not payable.

ORDER

[47] I find that:

- i. The applicant is entitled to \$1,645.78 (\$3,701.88 less \$2,056.10 approved) for psychological services, recommended by Somatic Assessments and Treatment Clinic in a treatment plan/OCF-18 dated March 18, 2019, plus interest on any overdue and incurred amount.
- ii. The applicant is entitled to \$1,429.29 (\$4,115.12 less \$2,693.83 approved) for physiotherapy services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated November 10, 2020, plus interest on any overdue and incurred amount.
- iii. The applicant is entitled to \$3,989.56 for physiotherapy services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated December 8, 2020, plus interest on any overdue and incurred amount.
- iv. The applicant is not entitled to \$4,416.71 for chiropractic services, recommended by Total Recovery Rehab Centre in a treatment plan/OCF-18 dated January 23, 2021. Interest is not applicable for this claim.
- v. The applicant is not entitled to \$6,312.81 (\$16,712.81 less \$10,400.00 approved) for catastrophic assessments, recommended by Somatic Assessments and Treatment Clinic in a treatment plan/OCF-18 dated July 31, 2020. Interest is not applicable for this claim.

- vi. The applicant is not entitled to \$247.27 for medical expenses submitted in an Expenses Claim Form/OCF-6 dated February 12, 2020, as he submitted this form after incurring the expenses in contravention of s. 38(2) of the Schedule, and he has not demonstrated that they are reasonable and necessary. Interest is not applicable for this claim.

Released: April 17, 2023

**Brett Todd
Vice-Chair**