

ONTARIO
SUPERIOR COURT OF JUSTICE
SMALL CLAIMS COURT

BETWEEN:)	
)	
HADEEL ABDULRAHEEM AND)	Self Represented
ORAS AL-JUBOORI)	
)	
)	Plaintiffs
)	
– and –)	
)	
)	
BELAIR DIRECT)	Branson Wong, Counsel for the Defendant
)	Defendant
)	
)	
)	
)	HEARD at Hamilton: September 17, 2025
)	and November 14, 2025

REASONS FOR JUDGMENT

Deputy Judge C. Runco

Introduction

- [1] The plaintiffs were involved in a motor vehicle accident and suffered some damage to their vehicle. Through the defendant insurer, they made a claim and arranged to get the damage to the vehicle fixed. The parties did not agree on whether original parts or after-market parts would be used, and the parties did not agree on what repairs to the vehicle would be covered, as they did not agree as to whether the alleged repairs were as a direct result of the accident.
- [2] While these issues were being addressed, and while the vehicle was in the care of the defendant’s preferred repair shop, it sustained further damage due to rodents chewing on some wiring. Once again, the same dispute arose as to whether the repairs that the plaintiffs wanted to their vehicle were covered, per the terms of the accident claim.
- [3] Once again, while these issues were being disputed, and while the vehicle was in the care of the defendant’s preferred repair shop, it sustained further damage due to an act of vandalism perpetrated solely against this one vehicle. The defendant wanted the plaintiffs to open

another claim to address this loss event, but the plaintiff were not willing to do so, as they worried about subsequent premium costs.

- [4] Despite efforts to settle the dispute directly between the parties, and the formal involvement of Ombudsman's Office, the matter did not resolve. The plaintiffs decided to sue the defendant, who defended the claim against them.

Facts

- [5] On or about May 11, 2024, the plaintiffs were involved in a motor vehicle accident. They were not at fault; rather, they were rear ended in fender-bender accident. They sustained damages to their vehicle, a 2017 Ford Fusion. They had an auto insurance policy on the said vehicle with the defendant and, shortly after the accident, the plaintiffs engaged them. The vehicle was taken to a repair shop of their choice, namely, CSN Collision.
- [6] Less than a week later, after CSN Collision assessed the damage and reported same to the defendant's representative, the parties discussed the cost of repairs. The defendant claims that the plaintiffs insisted that the defendant "write off" the car, i.e., that the defendant would provide the plaintiff with the full replacement value of the car at the time of the accident. The plaintiff disputed this evidence at trial. In any event, this option was not available to the plaintiffs as the cost to repair the car was just under \$2,500.00, which was well below the cost to replace the car.
- [7] A further issue developed between the parties. The plaintiffs insisted that, as a result of the no-fault accident, the car suffered damage to the transmission, engine and steering column, and as such, the defendant should repair same. The defendant took the position that the type of accident in which the car was in (a rear-end fender bender) could not have caused any issues with the transmission, engine and steering column. However, they advised the plaintiffs that should they want this looked into, they (the plaintiffs) must pay for the initial cost of a diagnostic test to determine if those damages were, in fact, related to the accident. The plaintiffs refused to do so.
- [8] Shortly thereafter, the parties engaged in a further dispute. If the car would not be written off, and the other repairs could not be made, the plaintiffs insisted that any parts that were to be replaced on the car should be genuine Ford parts, and not any after-market product. As testified to at trial, since the plaintiffs were not at fault for the accident, why should they not have their car returned to the same shape it was in before the accident, with original Ford parts? The defendant alerted them to the clause in their auto insurance policy that set out that the defendant would decide whether to replace parts with original parts or with after-market parts, and that if the plaintiffs insisted on original parts, they would be billed for the difference in costs between the original Ford parts and the after-market parts. After a few days, the plaintiffs agreed to the repairs to be done and the use of after-market parts.
- [9] A few days later, after the repairs were done and the plaintiffs reclaimed their vehicle, shortly after they drove the car from the repair centre premises, the car stalled on them and created quite a scare for the plaintiffs. At the time in question, the one plaintiff, Ms.

Abdulraheen, was pregnant, and she was quite worried about her safety, and the safety of her family, while driving this freshly repaired car.

- [10] The car was sent to a mutually agreeable and preferred repair shop, Carstar Stoney Creek, to have them assess the problem. Shortly thereafter, it was determined that the car, while it was idle prior to pick up, had sustained damage to some steering column wires due to rodents having chewed through them. As a result, the plaintiffs were required to make a second claim for damage/loss - once again, though no fault of their own – with the defendant.
- [11] Unfortunately, the parties disagreed about how the insurance company should address the situation. Per the plaintiffs, they wanted the steering column issues fixed, but the defendants were only prepared to pay for the repair/replacement of the wires that were chewed by the rodents while in the possession of the third-party repair shop. The defendant once again claimed that the plaintiffs wanted the car “written off” and wanted a cash settlement for its full replacement value, but once again, they denied same at trial. Also, and for the same reasons as earlier, the defendant would not agree to this option, as the cost to repair the damage was less than the cost to write off the car. This stalemate between the parties went on during the summer of 2024 without any success.
- [12] Before the end of August 2024, the plaintiffs, having been without their car for a few months now, eventually agreed to the requisite repairs as authorized by the defendant. Given the situation, and as a measure of good faith, the defendant waived the usual deductible charge (\$1,000.00) for a second claim. The mechanical work to the car would be done by Ford Grimsby, whereas any bodywork was done by Carstar. Once the mechanical related work was completed, it was to be sent to Carstar for eventual pick up by the plaintiffs. However, the repairs were taking much longer than expected, and they dragged well into September 2024. The plaintiffs had some rather unpleasant phone exchanges with the defendant who was overseeing the claims/repair process.
- [13] Given the plaintiffs’ disappointment with how the matter was progressing, the defendant eventually escalated the matter internally to their Customer Experience Team. After their review of the matter, the plaintiffs and the defendant continued to see things differently: all the repairs that the insurer were required to make to the car, per both claims, was completed to their satisfaction, and the car was ready to be picked up by the plaintiffs. Any other work done, especially the steering rack issues, were wear-and-tear issues, and not covered by the terms of the insurance policy. However, the plaintiffs maintained that the steering rack issues were either related to the original accident claim or to the rodent claim, and that the defendants should pay for the cost to corrective work to the steering rack. The stalemate continued.
- [14] To further worsen the insured/insurer relationship, after the requisite repairs were done in mid/late September, and the car was at the Carstar facility (waiting there for the plaintiffs to retrieve it), the plaintiffs’ car suffered another indignity. It appears that the plaintiff’s car, and only their car, was subjected to vandalism by an unknown person or persons. Someone had manually cut wires under the dash. There was no video evidence to assist the parties in determining who may have caused the damage to this one and only car in the Carstar lot.

- [15] After Carstar alerted the defendant to this act of vandalism, they in turn alerted the plaintiffs. The plaintiff now said the most certainly did not want the car back and wanted the full replacement value of the car. However, the defendant maintained that this most recent incident, although quite unfortunate and once again not attributable to the plaintiffs, would need to proceed as a third loss event. This would mean a new (and third) claim for the plaintiffs, as it was unrelated to either the motor vehicle accident or the rodent incident. Also, they advised that the plaintiffs the wires that were cut were not impacting the damage to, or had any issue with, the steering rack mechanical problems that the plaintiffs had claimed plagued the car after either of the two previous incidents/claims. The stalemate reached a further height.
- [16] Over the course of the few months or so, the parties tried to work things out, both internally, and when that proved futile, then eventually the plaintiffs filed a formal complaint to the Ombudsman. The documentary summaries to both the internal review process with Belair and then with the Ombudsman were entered as exhibits at trial. The plaintiff continued to oppose some of the factual details set out in both reports, and they were dissatisfied with the outcome of both complaint processes. Neither one produced a satisfactory result, and this litigation soon ensued.
- [17] However, at trial, there was further disagreement between the parties as it related to the defendant's efforts to resolve the matter prior to this litigation. According to the defendant, they wanted to "do right by the plaintiffs" even if it was outside the parameters of the policy. This included covering the vandalism damage under the previous rodent damage claim, repairing the steering column and wiring harness, which they previously deemed not to be repairable under the two claims. The plaintiffs stated at trial that they were never made aware of this position, but the documentary evidence presented says otherwise. In fact, the Ombudsman report stated that the plaintiffs once again refused this offer, refused to take back the car, and once again demanded a cheque for the total replacement value of the car.
- [18] The plaintiff sued the defendant for their damages and the defendant defended the claim. After a two-day trial, the following is my reserved decision.

Issues

- [19] Did the defendant breach their obligations to the plaintiffs under the automobile policy of insurance coverage? If so, are the plaintiffs entitled to the damages claimed?

The Law and Its Application

- [20] This case is covered by terms of the standard Ontario Automobile Policy 1 ("OAP 1") which covers the provision of automobile insurance protection for non-commercial vehicles. I will address each of the claims of damages that the plaintiffs have put forward and set out if and how the OAP 1 addresses them.

The Issue of What the Insured Will and Will Not Pay For

- [21] The plaintiffs believed that the defendant breached the policy wherein they (the plaintiffs) had the right to decide whether the car would be repaired or whether they would be given the cash value of the car at the time of the accident.
- [22] The Court is guided by the OAP 1, subsection 7.7, which sets out that the insurer will not pay more to repair the automobile than its actual cash value at the time it was damaged or stolen, less the deductible. This means that it will pay the lower of:
- The cost to actual repair the loss or damage, less the deductible, or
 - The actual cash value of the automobile, at the time it was damaged or stolen, less the deductible.
- [23] In the case at hand, it means that the insurer (in this case, the defendant), and not the insured (in this case, the plaintiffs) will make the decision to either repair the vehicle or payout the replacement cost to the insured. This is, in fact, what they did. The plaintiffs were of the honest (yet mistaken) understanding that since they regularly and faithfully paid the premiums for the car insurance, they would get to make this decision. They do not have that right. As such, the plaintiffs have failed to prove that the defendant breached this part of their claim.

The Issue of the Damage to the Steering Rack

- [24] An extension of the above issue was that the plaintiffs' claim that the defendant breached the policy by not covering the cost to repair the damage to the steering rack.
- [25] The general purpose of the OAP 1, and any insurance policy, is to cover the cost of damage to the vehicle that arose due to a "loss event." Under section 7 of the OAP 1, the insurer will only decide to repair, rebuild or replace the car for damages caused by a loss event, such as an accident, a collision, a fire, a theft, an act of vandalism, or any other unpredictable risk.
- [26] In this case, there was competing evidence between the parties as to whether the damage to the steering rack was caused by a loss event (whether that was the original motor vehicle accident, the rodent issues under the dash, or the act of vandalism), or whether the damage to the steering rack was caused by regular wear-and-tear that either pre-existed the loss events or was unaffected by such events.
- [27] I first heard from the plaintiffs on this issue, who presented evidence that prior to original accident, there was no problem with the steering rack, but that after the accident they found issues with the steering rack that they deemed were caused by the accident and thus needed to be addressed under their claim. They presented evidence from mechanics who assessed the car prior to the accident, as part of regular maintenance, and there was no mention of any such problems.

- [28] However, this position did not survive the scrutiny under the defendant's cross examination. Counsel for the defendant properly set out that the assessment of the car prior to the accident was a cursory review of the car, of what could be seen by the naked eye during a quick multi-point inspection, as opposed to an in-depth analysis of any mechanical or electrical problems.
- [29] After the initial car accident in May 2024, the plaintiffs testified to the fact that the steering rack was not working properly and attributed same to the accident. I understand that the plaintiffs believed this was the case. However, this position was successfully contested by the defendant's witnesses. Both Mr. Venneri and Mr. Dozic gave clear and credible evidence that, due to the nature of the accident - a simple fender bender with minor rear-end collision - there was little to no possibility that such an impact would cause the necessary damage to the steering rack. They also attested to the fact that if the collision caused the existing damage to the steering rack, there would be damage to other parts surrounding the steering. As those surrounding parts were not impacted, the logical conclusion is that any damage to the steering rack was not caused by the accident. When the defendant offered the plaintiffs the opportunity to arrange and pay for their own diagnostic test, to see if there was a second opinion that supported the plaintiffs' case, they refused to do so.
- [29] Further, the subsequent loss events - the rodent issue and the vandalism issue - did not impact the steering rack issues, and as such, the steering rack issues are not subject to repair pursuant to any of the claims filed.
- [30] Going even further, once the plaintiffs eventually retrieved the car in 2025, they brought it to several mechanics in late July 2025, to have them look at it. Neither mechanic was present to give oral testimony, but rather, the plaintiffs relied on their written estimates of the work that they believed needed to be done. Although a mechanic from MA Complete Auto Service said that the collision could have caused the damage to the steering rack, he (or she) equally offered an opinion that it could have been the result of improper towing. This was not a 2024 car that was the subject of an accident - it was used 2017 car.
- [31] As such, without better evidence, and such evidence that could be subject to cross examination, I am not persuaded on the balance of probabilities that the steering rack issues were related to the accident, the rodent issue or the act of vandalism; rather, I accept the defendant's theory that the steering rack issues were simply wear and tear and, as such, not subject to repair per the terms of the auto insurance policy. Thus, the plaintiffs have failed to prove this claim on the balance of probabilities.

The Issue of Replacement Parts

- [32] The plaintiffs believed that the defendant breached the policy wherein they (the plaintiffs) had the right to demand that the insurer would authorize the repair facility to use original Ford parts, rather than using after-market parts.
- [33] Once again, per the OAP 1, Subsection 8(6) of the Statutory Condition sets out that the insurer may repair, rebuild or replace the property with new parts provided by the original equipment manufacturer (OEM) or with non-original or rebuilt parts of like kind and quality (“after-market”).
- [34] The law is clear that the decision rests with the insurer (in this case, the defendant), and not with the insured (in this case, the plaintiffs). If the insured wanted OEM parts, they were offered the opportunity to have the OEM parts, so long as they paid for the difference in price between the OEM parts and the after-market parts. The evidence is clear that they refused to do so.
- [35] As sympathetic as the court may be to the plaintiff’s position that they should have OEM parts, the policy allows for the defendant to make that call, not them, which the defendant made. As such, the plaintiffs have failed to prove that the defendant breached this part of their claim.

The Issue of Full Replacement Value vs. Making Repairs, etc.

- [36] The plaintiffs believed that the defendant breached the policy wherein they (the plaintiffs) had the right to demand that the insurer pay the full replacement value of the car at the time of the claim, as opposed to making the repairs needed due to the motor vehicle accident or other loss claimed (the rodent damage).
- [37] Per the OAP 1, Subsection 7.5 sets out that the insurer has the right to repair, replace or rebuild the automobile rather than pay for the damage.
- [38] Once again, the law is clear that the decision rests with the insurer (in this case, the defendant), and not with the insured (in this case, the plaintiffs). On several occasion between May 2024 and January 2025, the plaintiffs insisted that they wanted the defendant to give them a cheque for the full current market value replacement cost of the damaged vehicle. They maintained this position right after the initial car accident happened, after the OEM parts issues was declined, after the rodent claim, after the vandalism incident, and when the Ombudsman investigation took place. In fact, which is a significant part of the damages they are claiming in this action.
- [39] Without intending to be repetitive, the OAP 1 allows the defendant, and only the defendant, to decide whether or not to repair, replace or rebuild the insured vehicle - the plaintiffs do not make this choice. Once again, from a purely business perspective, the defendant made

the decision to repair, replace or rebuild the insured vehicle. As such, the plaintiffs have failed to prove that the defendant breached this part of their claim.

Ancillary Issues Raised by the Plaintiff

- [40] As part of their claim against the defendant, the plaintiffs raised issues of poor communication, delays, mistreatment, and frustration with the defendant's customer service representatives. As was expected, the defendant disagreed with the plaintiff's assessment of events, and where possible, they produced written documentation to support their assertion that the plaintiffs had taken unreasonable and/or unrealistic positions throughout the process.
- [41] I had the benefit of hearing the various witnesses at trial. The plaintiffs presented as very nice people who were the unfortunate victims of a motor vehicle accident that triggered a further series of unfortunate events. They did their best to present the evidence to this court as self-represented litigants whose first language is not English. They are to be commended for same, especially Ms. Abdulraheem, who did most of the advocacy for the plaintiffs.
- [42] As referenced earlier, the plaintiffs believed they were not treated right by the defendant, as evidenced by their internal complaint process with the defendant, with their complaint to the Ombudsman, and with this claim. However, it was clear to me that, right from the initial accident (which again was not their fault) until the completion of the trial, they were adamant that they wanted monetary compensation from the insurance company, and not their repaired car. If they had the benefit of proper legal advice from the outset of this ordeal, I trust someone would have made it clear to them that there were limitations to what the insurance company could do for them, and that the insurance company was only bound to do what the OAP 1 authorized them to do.
- [43] Neither the named defendant, nor its representatives who touched this file, were the villains in this matter. Their witnesses at trial were forthright and credible. Their employees' dealings with the plaintiffs were respectful and upfront. I cannot find any fault with their conduct, despite assertions to the contrary by the plaintiffs. Rather, after the initial accident, the plaintiffs have no one but themselves to blame for many of the setbacks and delays in this case, which was quite unfortunate.
- [43] One quick example of this was the delays. I have determined that any delays in this matter were, overwhelmingly, as a result of the plaintiffs' own incorrect decisions - failing to authorize work to be done when it needed to be done, failing to approve after-market parts to be used instead of original Ford parts, failing to arrange for diagnostic tests to be done and paid for, and failure to retrieve the car once the services were completed. I understand that with the car sitting for months on end, the car was at risk of bad things happening. The rodent incident, the act of vandalism, and the weather elements impacting the car - all of these could have been avoided if the plaintiffs made the right decisions at the right time.
- [44] By not making swift, decisive and proper decisions, further problems developed, as I have set out already, as well as the plaintiffs' issue regarding the lack of sufficient coverage with a rental car. I determined that the defendant went out its way to offer the plaintiffs extended

coverage for a rental car. The plaintiffs felt otherwise, and although they brought receipts from friends/relatives that lent them cars for a fee, I give no credence to these self-serving slips of paper. I highly doubt their family or friends would charge the plaintiffs money for the use of their vehicles.

[45] As such, the plaintiffs have failed to prove, on the balance of probabilities, any of their remaining claims as against the defendant.

Conclusion

[46] For all the reasons above, I am dismissing the plaintiffs' claim against the defendant in its entirety.

Costs

[47] Section 29 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides that "an award of costs in the Small Claims Court, other than disbursements, shall not exceed 15 per cent of the amount claimed or the value of the property sought to be recovered unless the court considers it necessary in the interests of justice to penalize a party or a party's representative for unreasonable behaviour in the proceeding."

[48] The original amount sought in the plaintiff's claim was \$25,000.00. The Defendant was wholly unsuccessful in the defending the plaintiff's claim. The plaintiffs were self-represented. The defendant was represented by a lawyer. This matter was tried over 2 days.

[49] Costs awards should provide a partial indemnity to successful parties. They should be proportional to the amount at stake and the complexity of the case.

[50] Based on all of the foregoing, I am fixing costs in the amount of at \$3,500.00, including all disbursements, to be paid by the plaintiffs to the defendant.

Carmelo Runco

Deputy Judge C. Runco

**COURT FILE NO.: SC-25-41850
DATE: 2025-11-21**

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Deputy Judge C. Runco

Released: 2025-11-21