Citation: John v. Aviva Insurance Company of Canada, 2026 ONLAT 24-005147/AABS

Licence Appeal Tribunal File Number: 24-005147/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:

Jerin John

Applicant

and

Aviva Insurance Company of Canada

Respondent

AMENDED DECISION

ADJUDICATOR: **Jeff Chatterton**

APPEARANCES:

For the Applicant: Arvin Gupta, Counsel

For the Respondent: ~~Thulasi Kandiah~~ **Purva Vaidya**, Counsel

HEARD: **In Writing**

OVERVIEW

[1] Jerin John, the applicant, was involved in an automobile accident on November 13, 2022, and sought benefits pursuant to the *Statutory Accident Benefits Schedule – Effective September 1, 2010 (including amendments effective June 1, 2016)* (the "*Schedule*"). The applicant was denied benefits by the respondent, Aviva Insurance Company of Canada, and applied to the Licence Appeal Tribunal – Automobile Accident Benefits Service (the "Tribunal") for resolution of the dispute.

ISSUES

[2] The issues in dispute are:

1. Is the applicant entitled to the treatment plans/OCF-18s ("plans") proposed by GTA Chiropractic Center Inc, as follows:
    i. $5,535.07 for chiropractic services, in a plan dated March 11, 2023;
    ii. $1,463.53 ($5,864.49 less $4,400.96 partially approved) for a psychological services, in a plan dated July 17, 2023;
    iii. $4,421.62 for chiropractic services, in a plan dated November 2, 2023; and
    iv. $4,160.37 for chiropractic services, in a plan dated May 27, 2023?
2. Is the applicant entitled to interest on any overdue payment of benefits?

RESULT

[3] The applicant is not entitled to the remaining balance of the treatment plan for psychological services, or the other treatment plans in dispute. No interest is payable.

ANALYSIS

Is the applicant entitled to chiropractic services?

[4] The applicant has not met his onus to establish entitlement to chiropractic services.

[5] 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.

[6] In dispute are three chiropractic treatment plans. All three plans call for multiple sessions of chiropractic treatment with a goal of pain reduction, increased strength and increased range of motion, with a functional goal of a return to activities of daily living. To support his claim, the applicant relies on the Clinical Notes and Records ("CNRs") of GTA Chiropractic Centre, who is also the treatment provider in question. The CNRs indicate a history of treatments. The records are hand-written and can be difficult to interpret, but I primarily see a history of treatment to the applicant's head, neck and shoulders.

[7] The applicant further relies on the CNRs of the applicant's family physicians, Dr. William Wai-Leung and Dr. William Chan, where I note a referral for physiotherapy. In these CNRs, there is a reference to a diagnostic imaging conducted October 19, 2023, which indicated a mild injury to the MCL, in the form of a suprapatellar knee effusion, although it is unclear if this diagnostic image was done in relation to the accident in question.

[8] The respondent argues that the treatment plans are not reasonable and necessary. To support this claim, it relies on a s.44 Assessment from GP Dr. Neetan Alikhan and dated April 27, 2023, who states that the applicant's injuries are minor, and his examination did not reveal any objective evidence of an accident-related neurological, anatomical, structural or physiological impairment.

[9] The respondent further argues that the applicant's X-Ray of his knee took place October 19, 2023, nearly a full year after the accident. It further argues that none of the diagnostic imaging or examinations showed evidence of a left-knee injury from the accident, and no assessors or treating practitioners have attributed Mr. John's tenosynovitis diagnosis to the subject accident.

[10] Finally, the respondent argues that none of the applicant's supportive medical evidence indicates a referral for chiropractic treatments. It argues that the LAT has consistently distinguished between treatment modalities, and that chiropractic services are different than physiotherapy services.

[11] I agree with the respondent, for a number of reasons. Primarily, while I note a recommendation for physiotherapy services by the applicant's family physician, I have not been led to medical evidence which indicates a referral for chiropractic services. Chiropractic services are not the same thing as physiotherapy services, and while they are similar, the two services have different techniques and goals. Therefore, the treatment plans are not supported by supportive medical evidence.

[12] Second, while I agree that the applicant has produced an X-Ray showing a knee injury, I was not led to submissions or evidence which was able to link the applicant's suprapatellar knee effusion to the MVA in question. I note the respondent's IE does pre-date the X-Ray by approximately six months, and Dr. Alikhan did not note any findings of concern regarding the knee.

[13] In summary, I have been presented with referrals for chiropractic services, but no referrals for physiotherapy. I also have the respondent's IE which clearly indicates the lack of any structural concerns to the applicant's knee, six months prior to this particular X-Ray. While the onus remains on the applicant to meet the onus, I was not led to medical evidence which links the applicant's knee injury to the MVA.

[14] For these reasons, I find the applicant has not, on the balance of probabilities, met his onus to establish entitlement to the chiropractic services in question.

Is the applicant entitled to the disputed amounts for psychological services?

[15] The applicant has not established entitlement to the disputed amounts for psychological services.

[16] In dispute is an OCF-18 where the respondent agreed to pay for psychological services, but has denied $1,463.53 on the basis that some of the goods and services being proposed, such as progress reports, discharge reports, recorded materials and communication with staff and/or managers were determined not to be reasonable and necessary.

[17] The applicant did not include a copy of the OCF-18 in his submissions, but I note from the Explanation of Benefits letter, dated July 18, 2023, that the disputed services itemized in the OCF-18 are Psychological reassessments, Progress reports, Discharge reports, Recorded materials (tapes and videos for education, training and relaxation), Educational materials, handouts or books, and a reference to 'Communication with others.

[18] The applicant states that the disputed services are reasonable and necessary. In his submission, the applicant stated that he continues to suffer from PTSD and requires ongoing psychological services. To support his claim, the applicant relies on the s.44 Psychological Report authored by Psychologist Dr. Charlotte Gooden, where Dr. Gooden states that a separate OCF-18 (dated March 21, 2023, in the amount of $2,200.00 for psychological services) was reasonable and necessary. The applicant also points to a psychological progress report dated May 9, 2024 by Psychological Associate Sarvin Sabet Ghadham which indicates that ongoing treatment continues to be required. I was not led to any specific evidence that states the partially denied services are reasonable and necessary, or why they are reasonable and necessary.

[19] The respondent says their partial approval is because they do not deny the necessity of further psychological services, but they don't require the disputed services in order to approve or provide those services.

[20] The respondent states that the LAT has consistently found that services such as re-assessments, progress reports and educational material are generally not found reasonable and necessary, and that the applicant bears the burden of proving that the proposed services are reasonable and necessary.

[21] The respondent refers to *Pathak v Aviva General Insurance*, 2023 CanLII 101119 (ON LAT), where the adjudicator ruled the applicant has the onus to prove that the disputed reassessment and progress reports are reasonable and necessary.

[22] I find that I have not been led to supportive evidence which indicates that the items in dispute in this current OCF-18 are reasonable and necessary.

[23] In the applicant's submissions, the applicant refers to the need for ongoing psychological services, but critically, does not provide a submission as to why these specific disputed administrative support services are reasonable and/or necessary.

[24] For this reason, I find the applicant has not, on the balance of probabilities, discharged his onus to establish entitlement to the disputed services in question.

Interest

[25] Interest applies on the payment of any overdue benefits pursuant to s. 51 of the *Schedule.* As I have found that no benefits are overdue, no interest is payable.

ORDER

[26] The application is dismissed.

i. The applicant is not entitled to the remaining balance of the treatment plan for psychological services, or the other treatment plans in dispute.

ii. No interest is payable.

Released: January 19, 2026

Jeff Chatterton
Adjudicator