

File Number: "23-015662/AABS"

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPELLANT

AND:

SECURITY NATIONAL INSURANCE COMPANY

RESPONDENT

Re: Hearing Brief Index for NOM #15 of August 17, 2024

Chapter #1: Notice of Motion Form

1. Notice of Motion Form (with **Schedule “A”** and Certificates of Services), signed by the Appellant on August 187, 2024 [“Motion Form” or “**NOM #14”**]
 - a. (**see:** pages 1 to 7);

Chapter #2: Evidence

2. Affidavit #31 of the Appellant, made on August 16, 2024 (the “**Affidavit #31**”)
 - a. (see: pages 8 to 181)
3. List of licensed insurers in Ontario by way of public notice pursuant to the Insurance Act (as it then was), their addresses, and fax number as per the “Ontario Gazette” on behalf of the former FSCO per form the former Superintendent of Financial Services as per Ms. Dina Palozzi, dated July 1, 2001, select pages (by way of copy and paste) (the “**2001 Gazette Directory**”)
 - a. (see: pages 182 to 184)
4. List of licensed insurers in Ontario by way of public notice pursuant to the Insurance Act (as it then was), their addresses, and fax number as per the “Ontario Gazette” on behalf of the former FSCO per form the former Superintendent of Financial Services in Mr. Bob Christie, dated July 21, 2007, select pages (by way of copy and paste) (the “**2007 Gazette Directory**”)
 - a. (see: pages 185 to 187)
 - i. (nota bene regarding tabs 3 and 4: there is no public record that the Appellant can find of Ontario Gazette listing insurance companies’ addresses, phone numbers and faxes after the substantial amendments to Reg 283 in 2010.
5. Federal corporation search database information regarding the broker or agent of TD Direct Insurance Agency Inc.ⁱ (“**TD Direct Agency**”) (August 16, 2024 search date);
 - a. (see: pages 188 to 195)
 - i. (nota bene: TD Direct Agency changed its registered office on February 15, 2016 which coincided with amendments in the *Insurance Act*, *SABS et al* along with FSRA replacing the FSCO)
6. Federal corporation search database information regarding the broker or agent of Meloche Monnex Financial Services Inc. (“**MMFSI**”)ⁱⁱ (August 16, 2024 search date)
 - a. (see: pages 196 to 198)
 - i. (nota bene: MMFSI changed its registered office on February 15, 2016 which coincided with amendments in the *Insurance Act*, *SABS et al* along with FSRA replacing the FSCO)

Chapter #3: Legislation and LAT Rules

7. *Licence Appeal Tribunal Rules*, Tribunals Ontario (License Appeal Tribunal), effective August 21, 2023 (the “**LAT Rules**”)
 - a. (see: pages 199 to 224)
8. *Statutory Powers Procedure Act*, R.S.O. 1990, C. S.22 et seq (the “**SPPA**”)
 - a. (see: pages 225 to 245)

Chapter #4: Motion Submissions

9. Motion Submissions of the Appellant, dated August 17, 2024
 - a. (see: pages 246 to 261).

¹Referenced as a broker in the pink slips (see: Affidavit material in record of proceeding)

¹¹Referenced as a broker in the pink slips (see: Affidavit material in record of proceeding)

Tab 1



Tribunals Ontario

Licence Appeal Tribunal

15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6
Telephone: 416-326-1356
Toll Free: 1-888-444-0240
TTY: 1-800-855-0511
Email: LATregistrar@ontario.ca
Website: tribunalsontario.ca/lat



Notice of Motion

Disponible en français

Important Information

- You must complete all sections of this form and attach additional information and/or documents as required. Supporting submissions must not exceed 6 double-spaced pages, exclusive of evidence and authorities. Submissions must be 12 point, Arial or Times New Roman font, with 1.5 inch margins.
- The processing of your Notice of Motion could be delayed if information or documents are missing.
- Please review Rule 15 for the requirements to file a motion.

Tribunal File No.: 23-015662/AABS

Name and Contact Information of Party making this Motion

Last Name	First Name	Middle Initial
McLean	Kevin	A.

Name of Party

Applicant (or "Moving Party") (Mr. Kevin A. McLean (B.A., J.D., CIM))

Address:

Street Number	Street Name	Unit Number	PO Box
5	King Street West	410	
Municipality (City, town)		Province	Postal Code
Toronto		Ontario	M5V 2K3
Telephone Number	Fax Number	Email Address	
(647) 513-1270		mcleansniclat@gmail.com	

I am the (check one):

☒ Applicant ☐ Respondent ☐ Added Party

☐ I have attached a copy of the order or decision this motion relates to, if any.

Details about the Motion

Describe in detail what remedy are you seeking. Please indicate if the motion is being made with the consent of the other parties.

The Appellant seeks the remedies, without the consent of SNIC, as denoted in Schedule "A".

Please indicate the evidence and authorities you intend to rely on in support of the motion:

Affidavit #31 of the Appellant, made on August 16, 2024

Authorities: the same authorities relied upon in NOM #14 and others in the hearing record index.

Please indicate the proposed motion hearing format:

☐ Electronically ☐ In-Person ☒ In Writing

Please advise if you wish to have the motion hearing heard at the Next Scheduled Event:

☒ No ☐ Yes, if so:

Date of Next Scheduled Event (yyyy/mm/dd)

Acknowledgement

Read carefully then check each box to confirm the statement and sign and date the form.

- ☒ I have completed all pages of this form and attached all the required documentation. I understand that if I submit an incomplete form or do not attach required documents, my motion may not be processed.
- ☒ I have served a copy of this Notice of Motion and all additional attached documents on all other parties to the appeal and where applicable, on the person who issued the order/decision/proposal that is the subject of my appeal. I have attached a completed 'Certificate of Service' to this form as proof of service of the documents. (Blank 'Certificate of Service' forms are available on the Tribunal's website at tribunalsontario.ca/lat.)

Signature

Last Name
McLean

First Name
Kevin

Signature of Party or Representative



Date (yyyy/mm/dd)
2024/08/16

Schedule "A" for NOM #15

The Appellant seeks the following remedies, without the consent of SNIC, as follows:

1. An Order that NOM #14 is heard in an expedited fashion and by no later than August 28, 2024 or, in the alternative, at the earliest date available for a Vice-Chair or adjudicator to determine the same;
2. An Order that if the Respondent Party (SNIC), TDHA or any other non-party or interested person wishes to oppose NOM #14, it must provide notice, via filed letter, to the Tribunal by no later than Wednesday, August 21, 2024; and
3. A preliminary finding, determination, or order, that the fax number 416-774-3120 was a landline phone number utilized as a fax number on the 4th floor of the building situated at the premises municipally known as 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7;
 - a. In the alternative, an order that said issue of fact is added to the hearing of NOM #14;
4. An Order that NOM #13 is set for hearing three (3) weeks after the final decision of the Tribunal in NOM #14; and
5. An Order that the Appellant shall tender his hearing brief for his potential motion regarding document production and disclosure from SNIC (the "SNIC Document Production Motion") *within one week* after the decision of NOM #14 with a notice of scheduled hearing date to be issued by the Tribunal regarding exchange of responsive and reply briefs;
6. An Order that NOM #13 (Non-Party production by TDGIC) and the SNIC Document Production Motion (if applicable) shall be heard together three weeks after the decision in NOM #14; and
7. Costs against SNIC for this motion herein if it opposes the same.

Tab 2

9
This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"), TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC) Claim Number 035325790-3 (the "Claim Number" or "TD Claim #3"), TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number" or "LAT Proceeding") and was finalized and made on August 16, 2024

Jurisdiction: Provincial (Ontario)

Governing Automobile Insurance Legislation:
Insurance Act, R.S.O., 1990, c. I.8 et seq
(*"Insurance Act"* or *"Ins. Act"*)

Governing Automobile Provincial Regulations:
SABS, Reg 283 and Reg 664

Governing FSRA Rule: Unfair Deceptive or Act Practices Rule 2022 et seq Unfair or Deceptive Acts or Practices Rule as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 (*"UDAP Rule"*)

Insurance¹ Policy #: #001013511806 (the "Insurance Policy", "Insurance Contract" or "Insurance Policy #806")

Insurance Program and Product: *Alumni And Professional Program* (the "Alumni Program")

Underwriter/Insurer: *Security National Insurance Company (FSRA Insurance Registration #397⁵)*

Combined Name with two distinct trademarks for two different insurance programs: *"TD Insurance Meloche Monnex"*

Trademark word holder of "TD Insurance": *The Toronto-Dominion Bank ("TD Bank")*

Trademark word holder of "Meloche Monnex": *Meloche Monnex Inc. ("MMI"), a CBCA incorporated company*

"Broker": *Meloche Monnex Financial Services Inc. (the "Broker" or "Agent", or "MMFSI")*

"Named Insureds": *BMW Financial Services Inc. (A Division of BMW Canada Inc.) (defined as "BMW FS Inc."; and Nicole Artopoulos*

9
This is the 31th Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"). TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

(B.A., M.A.) ("McLean Spouse" or "Individual Policyholder")

Insured Automobile: BMW 3 Series Xi Drive
2019 4DR AWD

Lessee: Nicole Artopoulos

Lessor: BMW FS Inc.

Insured Person⁴: Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Appellant", Applicant", or "Claimant"⁵)

Date of Loss: August 31, 2022 ("DOL" or "Date Of Loss")

Location of Loss: 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario (multiple postal codes due to involuntary movement of Insured Automobile by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembroke Insurance Company ("Pembroke" or "Tort Insurer")

Police File Number (North York Reporting Collision Centre): Affidavit #3, Exhibit "A"

TD Insurance Claim #:035325790⁶

TD Insurance Claim # for Appellant:
035325790-3 ("TD Claim #3")

Fictitious TD Insurance claim number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 034325790-03 ("Fictitious TD Claim Number")^{7 8}

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT/APPELLANT

AND:

SECURITY NATIONAL INSURANCE COMPANY

RESPONDENT

Affidavit #31 of Kevin A. McLean

Re: In a matter under the *Insurance Act*, RSO 1990, c 1.8. (the "*Insurance Act*")

Re #2: In the matter of an "**Application of an Injured Person**" ("**Application**" or "**AIP**") filed by the **Applicant** with the License Appeal Tribunal ("**LAT**" or "**Tribunal**") Automobile Accident Services ("**AABS**") on December 24, 2023, and served on fax number 416-774-3120 (the or "**Victoria Park Building Fax Number**", "North York Office Fax Number", "**416-774 Fax Number**") and a **Response**⁹ filed by SNIC with the **Tribunal** on January 25, 2024, all pursuant to subsection 280(2) of the *Insurance Act*, RSO 1990, c 1.8., in relation (expressly or implicitly, or by inclusion or exclusion) to the following regulations thereunder:

- i. *Statutory Accident Benefits Schedule*, O Reg 34/10 et seq ("**SABS**");
- ii. *Automobile Insurance*, RRO 1990, Reg 664 et seq ("**Reg 664**"); and
- iii. *Disputes Between Insurers*, O Reg 283/95 et seq ("**Reg 283**").¹⁰

Kevin Alexander McLean, Disabled¹¹ (B.A., J.D., CIM) of **Toronto, Ontario**, **SWEAR THAT**:

VOLUME #1: Introduction

1. I am the deponent or affiant (also defined as the "**Appellant**", "**Applicant**", "**Insured Person**", "**Disabled Individual**" and/or "**CAT Impaired Individual**") herein and I swear, under the pains and penalties of perjury, the following facts to be true. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise.
2. When I have used the expressions (including any permutations) of "in my view", "in my opinion", or "belief", I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact. I adopt the definitions from my previously filed documents in this **LAT Proceeding** (also defined as the "**SNIC Proceeding**" and now the "**McLean Proceeding**" (see: *infra* for explanation as to why) and they have the same meaning herein as they do therein unless expressly denoted otherwise. Where I have included annotations on the exhibit pages, I have done so for ease of reference and I adopt the same as my evidence. Where I have used "double underlining", the double underlining is mine and added to distinguish and delineate between my emphases of certain language.
3. I swear this affidavit in support of having my NOM #14 heard on an expedited basis by way of reference to the "dropdown menu" in **Tribunals Ontario** referring to "Request For an Expedited Hearing". My review of the LAT Rules leads me to believe that I will be required to file a motion with supporting evidence and submissions.
4. Attached hereto to this my affidavit and marked as Exhibit "A" is a copy of my four distinct document demands made on SNIC in the months of July 2024 and August 2024. SNIC has not responded to any of my document demands made pursuant to the SPPA and LAT Rules.

5. Attached hereto to this my affidavit and marked as Exhibit "B" is a copy of Invoice 1(A) with its attachments which include the accounting and calculation therein by my current physiotherapist on behalf of TONP (the former physiotherapy company that submitted the Dhaliwal OCF-18, 2023 on April 6, 2023) and himself (Rehab Mechanics) regarding the partially approved amounts denoted therein on April 20, 2023.
6. On May 2, 2024, SNIC (Mr. Karat) and TDGIC (Mr. Nieuwland) represented to myself and the Tribunal (Vice Chair Painchaud) that there had been "payment" of \$2,850. As noted in my previous evidence, my previous physiotherapist sold his business at TONP and it was difficult to obtain any response from him through myself or Rehab Mechanics. I am not castigating him in any way but I am stating the facts and restating the same as of August 2024. After some further investigations and inquiries into the representation by Mr. Karat and Mr. Nieuwland regarding the representation that \$2,850 had been paid to me or on my behalf, my current physiotherapist reviewed the file and did not see any evidence of any payment therein. After I obtained the HCAI submitted Dhaliwal OCF-18 through my PIPEDA request of HCAI, and learned of the Etobicoke East Mall Address therein, Rehab Mechanics was able to receive some return communication from TONP or a representative on behalf of TONP, and it was confirmed that no funds were received from SNIC (East Mall Address) or SNIC at all, or any other insurance company in relation to my TD Claim #3. As such, with that confirmation from a representative on behalf of TONP, I instructed Rehab Mechanics to prepare an invoice for the partially approved amounts therein as I, at the very least, did not wish to be liable for the partially approved amounts therein. I provided my affidavit therein as an attachment to assist Rehab Mechanics with the necessary factual and legal background regarding this issue of non-payment for the partially approved amounts regarding the Dhaliwal OCF-18, Part 13, and my receipt of the "As per A. Nurse" returned document purportedly on behalf of SNIC. I expressly adopt my evidence in that affidavit under Exhibit "B", pages 32 and onwards. Invoice 1(A) and its attachments were delivered to Ms. Nurse, Ms. Persaud and Ms. Michie pursuant to the Email Communication Protocol (January 23, 2024). Invoice 1(A) and its attachments were also delivered to the listed office address (as I could not find any evidence to support SNIC ever having a branch office at the East Mall Address and the East Mall Address is a construction site) with the FSRA to the attention of the accounting department for SNIC. Invoice 1(A) and its attachments were also delivered to the listed office address for TDHA with the FSRA to the attention of the accounting department as the only evidence that I could find related to the East Mall Address was that of TDHA being a former tenant or occupier therein on the 6th floor.
7. I believe that as a result of neither Mr. Karat, the sole signatory, filer and server of the SNIC Response, nor Mr. Nieuwland, at that time solely representing TDGIC, knowing the exact amounts that had been paid to me or on my behalf that this is further evidence that corroborates that neither SNIC nor TDGIC were the **First Insurer** to receive my Completed Application (October 13, 2022).
8. Attached hereto to this my affidavit and marked as **Exhibit "C"** are copies of the invoices 1(B) to 1(E), with attachments, relating to the relevant OCF-18's therein. Invoice 1(B) to (E) and its attachments were also delivered to the listed office address (as I could not find any evidence to support SNIC ever having a branch office at the East Mall Address and the East Mall Address is a construction site) with the FSRA to the attention of the accounting department for SNIC. Invoice 1(B) to (E) and its attachments were also delivered to the listed office address for TDHA with the FSRA to the attention of the accounting department as the only evidence that I could find related to the East Mall Address was that of TDHA being a former tenant or occupier therein on the 6th floor.
9. I filed Invoice 1(A) and its attachments, and Invoices 1(B) to (E) with its attachments with the Tribunal on August 16, 2024. I served SNIC with copies of the same on August 16, 2024. I also served TDHA with copies of the same on August 16, 2024.

(12)

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"). TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

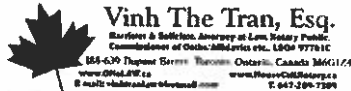
10. One of my many reasons for advancing a request for an expedited hearing of NOM #14 is to ensure that I and all of my service providers (past, current and future) have the correct name of the **First Insurer** and an accurate address for the same along with an adjuster or claims advisor that is authorized to act for the **First Insurer**. At this stage, I have further OCF documents to be submitted through HCAI but I cannot do so as this stage and cannot instruct any service provider to do so considering that the "return address" on the HCAI forms is the "**Etobicoke East Mall Address**". As noted in my Tab 22 to my NOM #14, the Etobicoke East Mall Address is a construction site without any ability to send any invoices or forms, and/or follow up with a "reviewer" or an "approver" for the likes of invoices.
11. I have copied and pasted the information from the affidavits in support of my the invoices denoted above and included it at appendix herein. I expressly adopt the facts therein as my evidence herein. I further expressly adopt the belief that I now hold, after investigations into the same, that the fax number of 416-774-3120 (which was provided to be by SNIC in September 2022 and represented as the sole fax number for SNIC for my OCF documents) is not only the landline of a fax number at the Victoria Park Building but it is (or was) the fax number of the tenant on the **FOURTH FLOOR** of 3650 Victoria Park Avenue, North, York, Toronto, Ontario, M2H 3P7 (defined herein as the "Victoria Park Building" or the "North York Office").
12. While I did not include the address or name of TDGIC in the SNIC Proceeding and nor did Mr. Karat in the SNIC Response, both Mr. Karat and I included the address of SNIC Markham (also defined as the "Markham McNabb Building").
13. Based upon my review, the Tribunal noted in one of the first orders to set my IRB motion hearing (NOM #4) that the address for TDGIC was the "9th floor" of 3650 Victoria Park Avenue, North, York, Toronto, Ontario, M2H 3P7. The Tribunal also included a phone number that of (416) 774-3629. Based upon my research, the tenant of the 9th floor at 3650 Victoria Park Avenue, North, York, Toronto, Ontario, M2H 3P7 would have obtained a fax number that would have been 416.774.36XX. Therefore, I believe that the 416-774-3120 fax number was more likely than not the fax number of TDHA.
14. Consistent with the public evidence explicitly referencing TDHA as having the 416-774-3120 fax number along with SNIC re-directing my TD Claim #3 to a previous branch office address of TDHA (see: Etobicoke East Mall Address), I believe, as I have not received any evidence to the contrary or denials by SNIC, TDGIC or TDHA, that the **First Insurer** to receive my Completed Application (along with my OCF-2, OCF-3, all OCF-6's and OCF-19's) was **TDHA**.
15. By way of summary, I note that SNIC has never represented to me via letter that it was located at either the Victoria Park Building or the Etobicoke East Mall Address. SNIC has represented to me, in letter, that it was located at the Burlington Address in addition to the SNIC Markham address. However, neither the Burlington Address nor the SNIC Markham Address have a 416 phone number or 416 fax number.
16. I beleive that I would have received a denial from any of the representatives, agents, adjusters et al on behalf of SNIC, TDGIC or TDHA if I was incorrect in my analysis.
17. I reserve the right to rely upon this evidence for any further purposes that are lawful.
18. I swear this Affidavit #31 for no improper purpose.

Sworn before me at **Toronto, Ontario**
On this 16th day of August 2024

(13)

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"). TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

Mr. Kevin A. McLean (B.A., J.D., CIM)



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

Appendices

Appendix #1: The Material Particulars since the Date Of Loss

- i. **Jurisdiction: Provincial (Ontario)**
- ii. **Statute¹², regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** *Insurance Act, R.S.O., 1990, c 1.8 et seq* ("Insurance Act" or "Ins. Act")
 - b. **Governing Automobile Provincial Regulations:** *SABS, Reg 283, and Reg 664* (the "Governing Regulations")
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see: as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 ("UDAP Rule"))
- iii. **Contractual particulars:**
 - a. **"Named Insureds":**
 - i. *BMW Financial Services Inc. (A Division of BMW Canada Inc.)* (defined as "BMW FS Inc." and
 - ii. *Nicole Artopoulos (B.A., M.A.)* ("McLean Spouse" or "Individual Policyholder")
 - b. **Insured Automobile:** *BMW 3 Series Xi Drive 2019 4DR AWD*
 - c. **Lessee:** *Ms. Nicole Artopoulos*
 - d. **Lessor:** *BMW FS Inc.*
 - e. **Insured Person¹³ resident in Ontario (G Driver):** *Mr. Kevin A. McLean (B.A., J.D., CIM)* ("McLean", "Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Driver", "Appellant", Applicant", or "Claimant"¹⁴);
 - f. **"Broker":** *Meloche Monnex Financial Services Inc.*¹⁵ (the "Broker" or "Agent", or "MMFSI")
 - g. **Underwriter/Insurer ('contract of insurance' in the Insurance Policy)**
 - i. *Security National Insurance Company (FSRA Insurance Registration #397¹⁶):*
 - 1. *Head office: 50 Boulevard Crémazie O, Etage 12, Montreal, QC H2P 1B6, Canada:*
 - a. *Underwriter address in Ontario: 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 3H8*
 - h. **Insurance¹⁷ Policy #:** *#001013511806* (the "Insurance Policy", "Insurance Contract"¹⁸ or "Insurance Policy #806")
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex:** *Alumni And Professional Program* (the "Alumni Program")
 - j. **The Trade Name of "TD Insurance Meloche Monnex"**
 - i. **Trademark word holder of "TD Insurance":** *The Toronto-Dominion Bank ("TD Bank")*
 - ii. **Trademark word holder of "Meloche Monnex":** *Meloche Monnex Inc. ("MMI"), a C/BCA incorporated company,*
 - k. **Combined Name [not a corporation per se] with two distinct trademarks for two different insurance programs:** *"TD Insurance Meloche Monnex"*
- iv. **The "Accident" or "MVA":**
 - a. **Date of Loss:** *August 31, 2022 ("DOL" or "Date Of Loss")*
 - b. **Location of Loss:** *320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario¹⁹*

(15)

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3", "TD Insurance Policy Number #001013511806 (the "Policy Number")", LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

c. **Police File Number (North York Reporting Collision Centre): Affidavit #3, Exhibit "A"**

v. **Information Provided by SNIC (but not necessarily SNIC's contact information) after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**

a. **TD Insurance Claim based number: 035325790²⁰**

i. **Exposure numbers known to Mr. McLean:**

1. **TD Insurance Claim # for Appellant: 035325790-3 ("TD Claim #3")**

a. **Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 034325790-3 (the "Undisclosed TD Claim Number" or "Fictitious TD Claim Number")**

ii. **Policy number: same as above**

b. **Insureds: Nicole Artopoulos and BM FS Inc.**

c. **Sole Address: Security National Insurance Company, 101 McNabb Street, 2nd Floor, Markham Ontario, L3R 4H8 ("Markham McNabb Building" or "SNIC Markham")**

d. **Telephone: 1-877-855-3767**

e. **Sole Facsimile Number: 416.774.3120 (the "VP Building Fax Number", "North York Office Fax Number", "416-774 Fax Number", "416-774 Fax Number")**

f. **Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse ("Ms. Nurse" or "Nurse");**

g. **Website: www.melochemonnex.com**

vi. **Reg 283:**

a. **Date of delivered Completed Application by McLean to the 416-774 Fax Number: October 13, 2022;**

b. **Expiry date for the recipient insurer of the Completed Application to dispute its duty to respond and pay any and all benefits pursuant to SABS: January 10, 2023;**

vii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the "Dhaliwal OCF-18") (see: Invoice 1(A))**

a. **Address: Markham McNabb Building;**

b. **Fax number: 416-774 Fax Number;**

viii. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HCAI, and other particulars:**

a. **Submitter: Manginder Dhaliwal, PT (college registration number: 11856)**

b. **Address: 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario, M9B 6E2 ("Etobicoke East Mall Address" or "Etobicoke Address")**

ix. **The Fax Number for the East Mall Address (obsolete or defunct)**

a. **Fax Number (East Mall): 416-233-9171 (the "Etobicoke Office Fax Address")**

x. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and "adjuster" (absent her signature as language was printed as "As per A. Nurse");**

a. **Address: SNIC Markham;**

b. **Adjuster: Ms. Alisha-Anne Nurse;**

c. **Alleged signature under required field of OCF-18, Part 13: "As per A. Nurse" with "Ki. W" above**

xi. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023):**

(16)

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"), TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

- a. **Address:** 5045 South Service Road, Burlington, ON L7L 5Y7 ("*Burlington Address*");
 - b. **New fax number:** 905-315-1074 ("**905 Fax Number**") [nota bene: fax number regularly blocked or rejected faxes]
- xii. *The current evidence²¹ involving the **Victoria Park Building Fax Number (North York Office Fax Number)** regarding the Appellant's **Completed Application** delivered to the **North York Office Fax Number (Appellant relying on SNIC's representation that it was SNIC Markham fax number when it was not)** on October 13, 2022:*
- a. **416 are code:** Toronto;
 - b. **Prefix 774:** **Victoria Park Building** (also known as the "**Spark Building**")
 - c. **Last four digits of 3120 (location in the **Victoria Park Building**):** **4TH FLOOR**;
 - d. **Telecommunications provider for the 416-774 Fax Number:** **Bell Canada Inc.** (not Bell Mobility);
 - e. **Publicly listed user/owner of the 416-774 Fax Number from August 2022 to present:** **TD Home And Auto Insurance Company (TDHA)** (FSRA Registration Number 1063)
 - f. **Physical Location of the grounded 416-774 Fax Number:** 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the "**Victoria Park Building**");
 - g. **VP Building:**
 - i. **Property manager:** Colliers International;
 - h. **Listed "Lead Tenants" at the Victoria Park Building:** "**TD Insurance**" (colloquial)
 - i. [No reference to SNIC]
 - i. **Current listed fax owner for the 416-774 Fax Number:** **TDHA** ²²
- xiii. *Address provided by SNIC in the SNIC Response (January 25, 2024):*
- a. **Physical address:** **Markham McNabb Building**;
 - b. **Signatory for SNIC:** Mr. David Karat, ADR Specialist;
 - c. **Filer of SNIC Response:** Mr. Karat;
 - d. **Server of the SNIC Response:** Mr. Karat;
 - e. **Fax number:** NONE;
- xiv. *Address for TD General Insurance Company, FSRA registration number 353 ("TDGIC") in the LAT Proceeding prior to its removal after my successful motions²³:*
- a. **Physical address:** the **Victoria Park Building (9th floor)**;
- xv. *The precise location of the 416-774 Fax Number in the Victoria Park Building:*
- xvi. *As of 2007, the 416-774 Fax Number was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the 4th FLOOR of the Victoria Park Building (North York, Toronto, Ontario):*

(17)

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"). TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

ENDNOTES

¹"Insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s.1(1) of the *UDAP Rule*);

²*UDAP Rule*, 1(1)(v)(c): "Contract of insurance" means:(c) for a contract of insurance not referred to in (a) or (b). has the meaning ascribed to "contract" in s. 1 of the Act; see: section 1(1) of Insurance Act (Ontario): "contract" means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

³See: *SPPA*, section 1(1) definition of license: registration or similar form of permission required by law;

⁴See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the **Individual Named Insured** (Artopoulos)

⁵As defined under *UDAP Rule*, ss. 1(1): "Claimant": "means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance,

⁶See: SNIC Response on January 25, 2024

⁷The "file number provided in the Andy Gera response" that was approved by TDI Legal which denoted the incorrect file number which I swear is the "TDGIC internally denoted file number" which it had and has possession and control of the same

⁸I shall be relying on jurisprudence in any to be heard motions and this SNIC Proceeding or future proceedings between SNIC and I where other insurers have had "two files" (one authentic and another not as authentic or not part of the assigned claim number for an insured person or injured person)

⁹See: LAT Rules (effective August 21, 2023), "Response" means the response a respondent is required to provide in relation to an appeal or as may otherwise be specified by the Tribunal.

¹⁰Please see: submissions and affidavits by myself regarding the inapplicability or lack of compliance with it by TDHA or SNIC within 90 days since receipt of my OCF-1 and OCF-2 (on my behalf) (see: October 13, 2022). At no time did TDHA (or SNIC), as it appears to me that TDHA's fax number was 416-774-3120 and the East Mall Address was TDHA's prior to the demolition of the "Valhalla Executive Centre", represent to me that there was any dispute between it and any other insurer(s) pursuant to Reg 283. This affidavit #30 will be (if necessary) in support of my motion to add TDHA as a party and seek declaratory relief regarding TDHA being the "First Insurer" to receive my "Completed Application"

¹¹One year after the Accident as determined by a physician (neurosurgeon) when reviewing the four different MRIs that I had since the Accident (please: Affidavits #1 to #4 which were attached to my filed pleading herein on December 24, 2023).

¹²See: *SPPA*,

¹³See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the **Individual Named Insured** (Artopoulos)

¹⁴As defined under *UDAP Rule*, ss. 1(1): "Claimant": "means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance,

¹⁵Distinguished from Meloche Monnex Inc., which is a CBCA incorporated company with a registered and records office of Markham McNabb Building

¹⁶See: *SPPA*, section 1(1) definition of license: registration or similar form of permission required by law;

¹⁷"Insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s.1(1) of the *UDAP Rule*);

¹⁸*UDAP Rule*, 1(1)(v)(c): "Contract of insurance" means:(c) for a contract of insurance not referred to in (a) or (b). has the meaning ascribed to "contract" in s. 1 of the Act; see: section 1(1) of Insurance Act (Ontario): "contract" means a contract of insurance, and

(18)

This is the 31st Affidavit of Mr. Kevin A. McLean under TD Insurance (SNIC: "Alumni Program") Claim Number 035325790-3 ("TD Claim #3"). TD Insurance Policy Number #001013511806 (the "Policy Number"), LAT File Number "23-015662/AABS" (the "LAT File Number", "LAT Proceeding" or "McLean Proceeding") under section 280(2) of the *Insurance Act* currently involving the sole respondent party (the "Sole Respondent Party") in Security National Insurance Company ("SNIC") with an FSRA Registration Number of 397 ("SNIC #397") and potentially involving the "First Insurer" to receive my Completed Application on October 13, 2022 via my fax to the fax number of 416-774-3120 (the "North York Office Fax Number" "4th Floor-3650 Victoria Park Avenue Fax Number")

includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

¹⁹(multiple 416 postal codes due to involuntary movement of **Insured Automobile** by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembridge Insurance Company ("Pembridge" or "Tort Insurer"))

²⁰See: SNIC Response on January 25, 2024

²¹Abundance of caution whilst reserving all rights in fact and at law

²²(see: <https://ontariobusinessdir.com/company.php?id=61237>)

²³Motion in May 2024 and then decided in late June 2024 and a further motion to clarify any issues arising from said order amending the style of cause and any and all documents issued by the Tribunal since January 2024. I am not citing the LAT Proceeding as it is not relevant per se and at this time to the historic, ongoing and future obligations that arise from this affidavit to be tendered and exclusively delivered to SNIC (claims advisors) and the **First Insurer** (not denied to be TDHA and subject to further evidence and admissions)



Affidavit #31 → LAT PROCEEDINGS
23-013662
RE: REQUEST FOR EXPEDITED HEARING
NUM #14

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com

document production and exchange between SNIC (Mr. Karat) and I since the commencement of the SNIC Proceeding. 2

To the extent that I receive any documents or things from the non-party in Crown Inc., I will promptly advise you and vice versa. To the extent that neither Crown Inc. nor SNIC or Crown Inc. or SNIC do not respond within a reasonable time, I will bring motion(s) to be heard regarding the legal test for each (where applicable).

If I am incorrect in the current property manager and/or owner of the McNabb Building, kindly advise as well.

As it relates to SNIC Document Demand #1, this shall be considered to be my discharging of my duties to obtain the documents or things from a party (SNIC) without a production order (see: Rule 9.2).

As a courtesy, I have copied Mr. Nieuwland's legal assistant in Ms. Ortiz (not Ms. Moraes).

Thank you.

Appendix #1

9.1 GENERAL

The parties shall exchange all documents, witness lists, and anything else they intend to rely on as evidence at the hearing. [nota bene: SNIC was the only party entitled by law to be a respondent herein]

The Tribunal may, at any stage in a proceeding, order any party to provide such further particulars, disclosure, and production of documents and things that the Tribunal considers relevant to the issues in dispute in the proceeding.

9.2 PRODUCTION ORDERS BY THE TRIBUNAL

Before requesting a production order from the Tribunal, a party must make reasonable efforts to obtain the document or thing without a production order.

9.2.1 ORDERS FOR PRODUCTIONS BETWEEN THE PARTIES

A party may request an order from the Tribunal ordering another party to:

- a. Disclose the existence of all documents and things the other party intends to rely on at the hearing;
- b. Produce copies of all documents and things that a party intends to rely on at the hearing;
- c. Produce a list of witnesses the other party intends to call to give evidence at a hearing;
- d. Produce a summary of the evidence that each witness will give at the hearing;
- e. Make available for inspection any document or thing, subject to conditions established by the Tribunal, that a party intends to rely on at the hearing; and/or
- f. Disclose or produce any document or thing the Tribunal considers relevant to the issues in dispute in the proceeding.

(22)
The Tribunal will not make an order for the production of any document or thing that is not relevant to the issues in dispute in the proceeding, or that is unduly repetitious.

Appendix

July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

Not to be disclosed except for lawful purposes herein or by order of the Tribunal

Dictated (in part or in whole) with voice recognition software due to my disabilities (kindly excuse any errors regarding the same)

VIA Email (see: info@crp-cpmi.com)

To:

Crown Realty Partners Inc. and Crown Property Management Inc. (collectively defined as, "**Crown Inc.**")

400 University Ave.
Suite 1900
Toronto, Ontario
M5G 1S5

Re: 23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. – Security National Insurance Company and TD General Insurance Company at issue herein – building 101 McNabb Street, Markham, Ontario (the "McNabb Building")

Dear Sirs/Mesdames:

I write regarding the above.

For reference purposes, I have copied and pasted, subject to redactions for privacy interests of individuals that names of the individuals with Colliers International, the below emails to the property manager (Colliers International) for 3650 Victoria Park Avenue, North York, Ontario.

Unlike the email below, I do not need to introduce myself to you and you need not to me as you will recall that we had some involvement on the PIPEDA side of the ledger when I was attempting to track down my personal information from that unregistered crypto issuance, distribution and trading company (Kinglory Inc.) that also somehow collected, used, accessed and disclosed my personal information when I had never known or been involved with said company (Kinglory Inc.) or ever engaged in any trading of cryptocurrency. You will kindly recall, albeit from a separate email, that I was informed that Crown Inc. was no longer the owner and property manager of the buildings situated in "Allstate Parkway". I thank you for directing me to the property manager of said vaguely described building to honour the confidentiality of that process but with the provision of some reference for contextual purposes.

(23)
 I repeat and rely upon the below for the factual predicate for my document demand upon Crown Inc. (the "Crown Document Demand") herein. In brief, my automotive insurer under SABS (also defined as the "Schedule") was and is Security National Insurance Company ("SNIC"). I have been in communication with SNIC and my claims advisors who work from the McNabb Building (which I have also previously defined as "SNIC Markham") since August 31, 2022. You will note the unprecedented situation I had with TD General Insurance Company (the "Non-SABS Insurance Company", or "Fictitious Respondent") and the events that led me to bring multiple motions to have TDGIC removed as the misnamed and unauthorized insurance company in my TD Claim #3 (see: infra in my signature block) and the SNIC Proceeding (see: "regarding title herein" and infra in my signature block). It took some five plus months to do so. I would not be reaching out to you regarding TDGIC but for the events that transpired on July 11, 2024 at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the "Victoria Park Building" or "VP Building") in that an authorized agent of that building (VP Building) represented to me that TDGIC had been a tenant at the McNabb Building since around 15 to 16 months ago. Based on my math, that is somewhere around March or April 2023 – depending on the time of the month that TDGIC ceased being the lead tenant and became a tenant, sub-tenant or occupier at the McNabb Building.

I have not had occasion to visit the McNabb Building but I shall presume that TDGIC has been resident there since on or around that time.

With respect to the Crown Document Demand, I am seeking any and all documents or things that evidence the exact time of when TDGIC became a tenant, sub-tenant, lessee, occupier, sub-lessee or had any property or use rights at the McNabb Building and, inter alia, its proximity to SNIC.

From review of my materials, the first floor of the McNabb Building is designated as the lobby, reception and common area. The second floor is for various licensees, adjusters, professionals, claims advisors et al for SNIC. I would presume that TDGIC, as one counsel represented to me that "SNIC and TDGIC are one and the same", occupies that same area on the 2nd floor.

I note that the third floor appears to be designated for privacy practice offices (see: <http://richardkhatun.com/attorney.html>) or other businesses.

My document demand of Crown Inc. including any and all leases, agreements, communications, correspondence, letters, faxes, et al involving SNIC's occupying, use et al of the McNabb Building and the same is applicable to TDGIC.

Like below, I presume you may attempt to resist my document demand based on contractual confidentiality provisions. I will oppose such a position as the Tribunal has authority to order any non-party to produce any document or thing that is merely considered relevant by the Tribunal to the issues in dispute in a proceeding. The test is a low one.

While I have already made a demand upon TDGIC as a non-party, it has failed to respond. Of course, documents or things will be different between TDGIC and Crown Inc. by possession, control or technological knowhow (i.e. the creation or production of documents or how documents or things are stored, accessed et al).

For the time being, I note that I will cross-reference the validity, veracity and authenticity of documents from Crown Inc. and Colliers International depending on when and how they are received.

I may particularize the above in further detail. However, for the moment, I wished to provide this to you as a courtesy so you can preserve any and all documents or things, and we can work in an "access partnership" type manner (i.e. like a privacy request under PIPEDA for example).

I further confirm that the Crown Document Demand is broader than the below document demand (defined now and herein as the "Colliers Document Demand") for reasons on account of my knowledge being that

(24)
 SNIC has never been a tenant, occupier, or user of the Victoria Park Building. However, the converse is true for TDGIC being a tenant, sub-tenant, or occupier of the VB Building and McNabb Building at material times to me (i.e. at the VB Building in 2022 and part of 2023 and the McNabb Building in part of 2023 and all of 2024).

For your reference purposes, my notice of motion to procure documents or things from TDGIC is defined as "NOM #13" and it has not yet been set for hearing. However, if there are delays in responses from Colliers International and/or Crown Inc., I may seek to have an additional motion (likely to be "NOM #14" in the SNIC Proceeding) heard contemporaneously or at the same time, or at a later date. There are issues in the SNIC Proceeding as to whether SNIC has discharged its fiduciary duties that it has owed, does owe and continues to owe to me in accordance with the Schedule and the principles enunciated in *Beasley* which has been followed and affirmed in cases like *Dervisholli*, *Transamerica*, *De Rosa*, *Jia* and *Mansuri*.

For your ease of reference, I can confirm that the fax number that was provided to me for SNIC Markham (located at the McNabb Building) was:

- a. (416) 774-3120

The adjusters' names have been the following at SNIC Markham:

- b. Ms. Alisha-Anne Nurse; and
- c. Ms. Bev Michie.

Moreover, I can confirm for your production or disclosure of relevant documents, which by my read of the legal test under the New LAT Rule 9.2.2., does not require documents to be in the possession or control (i.e. immediate possession of Crown Inc.) or at all (see: definition of "produce" when juxtaposed to "disclose").

As per this Crown Document Demand being such that Crown Inc. may disclose it internally to its in-house legal counsel, lawyer licensees, paralegal licensees et al for internal advice or to seek external advice as to how best to respond, which I of course respect your right to do so, I note that the interpretation of "control" has been found in the FOIPPA context to merely include the right to make a demand to obtain a "record" (distinct from the definition of "document" in some senses depending on which FOIPPA or MFOIPPA legislation is being interpreted in the context of an access request made by a person of a "public body"). I note the same in the event there is a dispute between us regarding whether Crown Inc. is required to have "control" of the documents or things that are covered in the Crown Document Demand.

While it is not clear to me at this stage how much or little Crown Inc. has in terms of its property management "control" or "knowledge", I note that property managers of commercial properties must be licensed (to some degree) and there is a code of conduct in that regard. Again, I wish to make clear that the sole purpose of the Crown Document Demand is for the SNIC Proceeding and in accordance with the LAT Rules made under the Tribunal's rule making authority derived from the governing statutes (see: for example, SPPA and LATA).

I trust you appreciate such an approach.

If anything is unclear, kindly let me know at your earliest convenience or I shall presume that the scope of the Crown Document Demand is sufficiently clear.

Thank you for your attention to the above matter.

Thank you in advance for your anticipated compliance absent intervention from the Tribunal.

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)
(e): **MCLEANSNICLAT@GMAIL.COM**; (p): 647.513.1270; and (address for service for TD Claim #3 and SNIC Proceeding (see: Appeal): 410-775 King Street West, Toronto, Ontario, M5V 2K3

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipient specified in message only; and **DICTATION OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software and the author reserves the right to correct any spelling, grammar and syntax upon further review;

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appellant") has not, is not and will not consent to any unauthorized collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** Security National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019; **Insured Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affidavit #3);** and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

Kevin McLean <mcleansniclat@gmail.com>

Wed, Jul 31, 2024 at 10:40 AM

To: "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>

Cc: "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 31, 2024

Dear SNIC:

I write to confirm that the evidence is now overwhelming that the 416-774-3120 fax was NOT SNIC's fax number at the relevant and material times. As such, I have removed it as a correct contact for SNIC and from any further communication with it via that method. Would you kindly update on the above SNIC Document Demand #1?

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Tue, Aug 13, 2024 at 11:03 AM

To: "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>

Cc: "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

August 13, 2024

Dear Sirs/Mesdames:

26

7

I write to confirm that I have not received any response hereunder. As such, I will proceed with a motion regarding the same without further notice to the above.

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

SNIC DOCUMENT DEMAND #2 - JULY 14, 2024

4 messages

Kevin McLean <mcleansniclat@gmail.com>

Sun, Jul 14, 2024 at 5:06 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Cc: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Karat, David" <David.Karat@tdinsurance.com>

July 14, 2024

Private and Confidential

Exclusively for the Purposes of TD Claim #3 (TD Claim #2 (if applicable) and SNIC Proceeding

VIA email (see: infra) (may follow by fax and/or mail)

TO:

Security National Insurance Company
FSRA Registration Number 397

Address:

101 McNabb Street, Suite 200
Markham, Ontario

Fax: (416) 774-3120

Emails: (below to relevant individuals for SNIC at the relevant times)

AND TO:

"Claims Advisors" at SNIC relating to TD Claim #3Ms. Alisha Anne-Nurse
Address: SNIC Markham
Alisha.nurse@tdinsurance.comMs. Carol Persaud
Address: SNIC Burlington
Email: carol.persaud@tdinsurance.com
Fax number: 905-315-1074Ms. Bev Michie
Address: SNIC Markham
Email bev.michie@tdinsurance.com

AND TO:

(29)
 The ADR Specialist for SNIC in the SNIC Proceeding (assigned by SNIC on January 23, 2024)
 The ADR Specialist who, prima facie, completed, signed and filed the SNIC Response (January 25, 2024)

Mr. David Karat
 Address: SNIC Markham
 Email: david.karat@tdinsurance.com

AND TO:

The declared representative for SNIC as of June 28, 2024

Mr. Matthew Nieuwland
 Barrister and Solicitor with the LSO
 Business Name: TD Insurance Staff Legal

Address:
 66 Wellington St W, Toronto, Ontario, M5K 1A2
 Phone: 1 905 201 4092
 Email: matthew.nieuwland@tdinsurance.com
 Fax: 1 416 599 7439

Re: My request for documents and things upon SNIC pursuant to LAT Rules – pre-hearing production – pursuant to LAT Rule 9.2 (specifically 9.2.1(f) of the LAT Rules) (“SNIC Document Demand #2”, “Document Demand #2” or “SNIC DD #2”)

Dear Security National Insurance Company and Sirs/Mesdames:

1. I am writing to request documents and things relating to my OCF-18s provided to you from my physiotherapists. I understand that SNIC has received multiple OCF-18s, and I kindly request copies of any and all documents or things relating to these OCF-18s. In ensuring that I have particularized my DD #2, I repeat and rely upon my document demands made upon the above adjusters and they are subsumed herein. Of urgent necessity, I am making a document demand for copies of any and all documents or things relating to my OCF-18's provided to SNIC from my physiotherapists. I note that SNIC has received multiple OCF-18's which are known to you. In relation to this OCF-18 (April 20, 2023 with the “As Per A. Nurse” printed language with the Ki.W inscription above it) I am again requesting and demanding copies of documents or things that provide evidence relating to who was the alleged signatory of said document on behalf of Ms. Nurse. In relation to the other OCF-18's, I am again demanding copies of the signed copies from the adjusters for SNIC who signed the same (if any). If no adjuster signed the copies that SNIC received through HCAI, kindly advise. I will then confirm by reply email that no adjuster signed those OCF-18's. As noted, I am, inter alia, seeking costs pursuant to Section 17.1 of the SPPA (Rule 19), interest under section 51 of SABS, and a Reg 664 award relating to any unreasonable delay or unreasonable withholding of benefits. To the extent that SNIC confirms, by authorized adjuster or authorized representative, that it has determined, consistent with the law, that I am outside of the MIG (from April 20, 2023), as said non-signature by an unknown individual was not in compliance with SABS and the effects are not under section 38(8) and (11) of SABS, then I will withdraw my document demand for the same. However, SNIC will need to confirm the same by no later than four p.m. on Monday, July 15, 2024. If not, then my document demand in this regard will remain extant until compliance is undertaken and completed by SNIC and/or by order of the Tribunal along with SNIC's compliance with said order. To the extent that SNIC confirms that no adjuster signed the OCF-18's (outside of the April 20, 2023 OCF-18), and confirms in writing that SNIC shall pay the relevant physiotherapists on a forthwith basis for their services provided to me, then I confirm herein that I

(29)
will no longer be making the document demands in that regard. However, SNIC will need to confirm 10
the same by four p.m. on Monday, July 15, 2024. If SNIC does not, then I will continue to request
and demand that SNIC produce or disclose the same.

2. Specifically, I am seeking the following:

- a. Copies of any and all documents or things relating to my OCF-18 dated April 20, 2023, with the "As Per A. Nurse" printed language and the "Ki.W" inscription above it;
- b. Evidence relating to who was the alleged signatory of said document on behalf of Ms. Nurse; Copies of the signed copies of the other OCF-18s from the adjusters for SNIC who signed the same (if any);
- c. If no adjuster signed the copies that SNIC received through HCAI, kindly advise; and
- d. Any residual documents or things that are within the scope of the above.

3. I am making this request pursuant to LAT Rule 9.2, specifically 9.2.1(f) of the LAT Rules. I believe that these documents are relevant to my claim and will assist in determining the extent of my entitlement to benefits.

4. I am also seeking costs pursuant to Section 17.1 of the SPPA (Rule 19), interest under section 51 of SABS, and a Reg 664 award relating to any unreasonable delay or unreasonable withholding of benefits.

5. To reiterate as there is an opening herein to act in accordance with the law by SNIC and respect the Tribunal's resources, if SNIC confirms that I am outside of the MIG (from April 20, 2023) and that the non-signature by an unknown individual was not in compliance with SABS, I will withdraw my document demand for the same. However, SNIC must confirm this in writing by no later than 4 p.m. on Monday, July 15, 2024.

6. If SNIC confirms that no adjuster signed the OCF-18s (outside of the April 20, 2023 OCF-18) and confirms in writing that SNIC shall pay the relevant physiotherapists on a forthwith basis for their services provided to me, I will no longer be making the document demands in that regard. However, SNIC must confirm this in writing by 4 p.m. on Monday, July 15, 2024.

7. I may supplement this email thread with further documents and particulars but I trust that this will suffice for now. Should anything be unclear, kindly advise at your earliest opportunity.

8. I again confirm the established email protocol, by consent, between myself and SNIC on or around January 23, 2024. I confirm that I have not received any communications with the adjuster (then Ms. Persaud and now Ms. Michie) for SNIC since that time but for a few communications with Ms. Michie. I alerted her to the conflict of interest issues and I have not heard from her since. My position is further bolstered by the issues that arose on July 11, 2024 which I enclose a copy of that COS on TDGIC for reference.

9. I kindly remind all of their obligations under the UDAP Rule.

10. Thank you kindly.

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): **MCLEANSNICLAT@GMAIL.COM**; (p): 647.513.1270; and (address for service for TD Claim #3 and SNIC Proceeding (see: Appeal): 410-775 King Street West, Toronto, Ontario, M5V 2K3

Disclaimer

20

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipient specified in message only; and **DICTATION OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software and the author reserves the right to correct any spelling, grammar and syntax upon further review;

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appellant") has not, is not and will not consent to any unauthorized collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** Security National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019; **Insured Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre)** (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

 **AR_COS_TDGIC_Entire Application Record_July 11.pdf**
1644K

Kevin McLean <mcleansniclat@gmail.com>

Sun, Jul 14, 2024 at 6:15 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Cc: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Karat, David" <David.Karat@tdinsurance.com>

July 14, 2024

TO: SNIC

Dear Sir or Madam,

I write further to the above and for context. I write to confirm that none of my physiotherapists have received signed copies of any OCF-18 forms from an adjuster at SNIC, as required by the language in the OCF-18. The only exception is the "As Per A. Nurse" purported signature, which does not bear a valid adjuster's signature.

If this information is incorrect, please notify me by 4:00 p.m. tomorrow. If no adjuster has signed any of the OCF-18 forms, I direct your attention to the requirements under sections 38(8) and 38(11) of the SABS.

For your reference, I have included the relevant sections of the SABS below:

"(8) Within 10 business days after it receives 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 of the other reasons why the insurer considers any goods, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary.

(11) If the insurer fails to give a notice in accordance with subsection (8) in connection with a treatment and assessment plan, the following rules apply:

(31)
1. The insurer is prohibited from taking the position that the insured person has an impairment to 12 which the Minor Injury Guideline applies.

2. The insurer shall pay for all goods, services, assessments and examinations described in the treatment and assessment plan that relate to the period starting on the 11th business day after the day the insurer received the application and ending on the day the insurer gives a notice described in subsection (8)."

Therefore, from the 11th day after SNIC received each OCF-18 through HCAI (and I demand copies of those documents as well), it was required to pay the relevant physiotherapist for the amounts specified in the form.

If SNIC intends to have an adjuster sign the OCF-18 forms (excluding the April 20, 2023 OCF-18), please provide a copy with the relevant date.

The ramifications of an adjuster not signing the OCF-18 forms are that the majority of the outstanding OCF-18 amounts are due and owing.

Since SNIC has been prohibited from taking the position that I was in the MIG due to the unauthorized purported signature on behalf of Nurse since April 21, 2023, it has continued to take this unlawful and misguided position up until the time I filed my Appeal, thereafter, and currently. I note the sections of SABS that prohibit certain conduct by the SABS Insurer (SNIC) when it has not removed an insured person from the MIG.

This misguided position renders SNIC's subsequent purported or alleged attempts to exercise rights and discharge duties under SABS entirely futile and without merit. If SNIC had confirmed in writing that I was outside the MIG or attempted to correct the unauthorized purported signature for Ms. Nurse, it may have been able to govern TD Claim #3 differently.

Depending on your position by no later than 4:00 p.m. tomorrow, as this document demand has been made multiple times to the "claims advisors" or "adjusters" of SNIC, I will determine how expeditiously I need to bring my motion in this regard to obtain documents or things that are relevant to the issues in the SNIC Proceeding along with a claim for costs and a Reg 664 award in these regard.

I confirm that I have only been able to advance this Document Demand #2 after the granting of the historic order by Adj. Morrisette in relation to my NOM #8. I confirm that I reserve all rights in fact and at law.

Thank you for your attention to this matter.

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Wed, Jul 31, 2024 at 10:41 AM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Cc: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Karat, David" <David.Karat@tdinsurance.com>

July 31, 2024

Dear SNIC:

I write to confirm that the evidence is now overwhelming that the 416-774-3120 fax was NOT SNIC's fax number at the relevant and material times. As such, I have removed it as a correct contact for SNIC and from any further communication with it via that method. Would you kindly update on the above SNIC Document Demand #2?

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Tue, Aug 13, 2024 at 11:04 AM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Cc: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Karat, David" <David.Karat@tdinsurance.com>

August 13, 2024

Dear Sirs/Mesdames:

I write to confirm that I have not received any response hereunder. As such, I will proceed with a motion regarding the same without further notice to the above. I will seek costs in accordance with the *SPPA* and the LAT Rules based on the respondent party (at the time of the filing of the motion). Govern yourselves accordingly with the law.

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

Re: SNIC Document Demand #3

2 messages

Kevin McLean <mcleansniclat@gmail.com>

Wed, Jul 17, 2024 at 3:13 PM

To: "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

July 17, 2024

Private and Confidential

Exclusively for the Purposes of TD Claim #3 (TD Claim #2 (if applicable) and SNIC Proceeding

VIA email (see: infra) (may follow by fax and/or mail)

TO:

Security National Insurance Company
FSRA Registration Number 397

Address:

101 McNabb Street, Suite 200
Markham, Ontario

Fax: (416) 774-3120

Emails: (below to relevant individuals for SNIC at the relevant times)

AND TO:

"Claims Advisors" at SNIC relating to TD Claim #3

Ms. Alisha Anne-Nurse
Address: SNIC Markham
Alisha.nurse@tdinsurance.com

Ms. Carol Persaud
Address: SNIC Burlington
Email: carol.persaud@tdinsurance.com
Fax number: 905-315-1074

Ms. Bev Michie
Address: SNIC Markham
Email bev.michie@tdinsurance.com

AND TO:

(34)
 The ADR Specialist for SNIC in the SNIC Proceeding (assigned by SNIC on January 23, 2024)
 The ADR Specialist who, prima facie, completed, signed and filed the SNIC Response (January 25, 2024)

Mr. David Karat
 Address: SNIC Markham
 Email: david.karat@tdinsurance.com

AND TO:

The declared representative for SNIC as of June 28, 2024

Mr. Matthew Nieuwland
 Barrister and Solicitor with the LSO
 Business Name: TD Insurance Staff Legal

Address:
 66 Wellington St W, Toronto, Ontario, M5K 1A2
 Phone: 1 905 201 4092
 Email: matthew.nieuwland@tdinsurance.com
 Fax: 1 416 599 7439

Re: My request for documents and things of SNIC pursuant to LAT Rules – pre-hearing production – pursuant to LAT Rule 9.2 (specifically 9.2.1(f) of the LAT Rules) (“SNIC Document Demand #3”, “Document Demand #3” or “SNIC DD #3”)

Re #2: demand for documents or things that relate to an an accounting of all monies paid to me or on my behalf by SNIC since the Date of LOSS

Re #3: demand for underlying documents or things that relate to the representation made on May 2, 2024 that I had received monies and/or amounts paid on my behalf to the sum of \$2850

Re #4: documents or things relating to how SNIC and the unknown signatory of the OCF-18, Part 12 (April 20, 2023) arrived at only paying part of the full body assessment

Re #5: copies of any and all financial, accounting and taxation documentation for SNIC in relation to myself from the Date Of Loss

Dear Security National Insurance Company and Sirs/Mesdames:

1. I am writing to request documents and things relating to the above. I will continue to delineate each document demand in this form so they are particularized and there is a record regarding the same.

2. As noted, there was a representation made on May 2, 2024, that the amounts paid (not payable) to me or on my behalf (although unclear who paid the same as there was an issue as to whom was the SABS Insurer and Respondent Party herein) was \$2,850. I repeat and rely upon my affidavit evidence including but not limited to the affidavit evidence appended to my pleading in the SNIC Proceeding that said math is incorrect. Kindly provide documents or things to evidence said accounting regarding this apparent amount of payments totalling \$2,850 in relation to medical and rehab benefits.

(23)
3. I can confirm that at that time (and as of April 6, 2023) that I had received the sum of \$1419 (approximately) in medical and rehab benefits and there was an OCF-3 for \$80. This represented a total of approximately \$1,500.

4. While there is an issue with the unauthorized signature of Ms. Nurse on April 20, 2023, in the OCF-18, Part 12, it was purported that \$2,000 in physio was approved and only a partial amount of the full body assessment therein. Of course, SNIC is required to pay all of those amounts at the very least as there are no grounds to only pay part of a full body assessment. In relation to Re #4, kindly provide all documents and things relating to how the, presumably speaking, the unknown signatory of the OCF-18, Part 12, arrived at only part of the full body assessment performed upon me by Mr. Dhaliwal. This is a factual issue which leaves aside the legal issues as to whether that was proper or not.

5. In relation to Re #5, I reissue my demand (albeit it was initially made pre-SNIC Proceeding), for SNIC to produce or disclose all documents or things in relation to the same. While SNIC is the only name that has appeared as a payor to me (as a payee) to my Beneficiary Bank Account, it may be that name was somehow included in our Canada Payment System model when it was a different payor of benefits on the books, accounts and records of another insurance company or not on SNIC at all.

6. Kindly disclose or produce the requested documents herein ("Document Demand #3") by no later than this Friday, July 19, 2024. Should you fail to do so, I reserve the right to bring this to the attention of the Tribunal as an evidentiary foundation for the reasonable efforts I have undertaken to obtain access to the requested documents or things prior to bringing a motion.

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): **MCLEANSNICLAT@GMAIL.COM**; (p): 647.513.1270; and (address for service for TD Claim #3 and SNIC Proceeding (see: Appeal): 410-775 King Street West, Toronto, Ontario, M5V 2K3

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipient specified in message only; and **DICTATION OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software and the author reserves the right to correct any spelling, grammar and syntax upon further review;

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appellant") has not, is not and will not consent to any unauthorized collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** Security National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019; **Insured Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affidavit #3);** and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

(3b)
Kevin McLean <mcleansnlat@gmail.com>

Tue, Aug 13, 2024 at 11:04 AM 17

To: "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 13, 2024

Dear Sirs/Mesdames:

I write to confirm that I have not received any response hereunder. As such, I will proceed with a motion regarding the same without further notice to the above. I will seek costs in accordance with the *SPPA* and the LAT Rules based on the respondent party (at the time of the filing of the motion). Govern yourselves accordingly with the law.

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

(37)

SNIC Document Demand #4 - July 26, 2024

3 messages

Kevin McLean <mcleansniclat@gmail.com>

Fri, Jul 26, 2024 at 6:25 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com, "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>

July 26, 2024

Private and Confidential

Exclusively for the Purposes of TD Claim #3 (TD Claim #2 (if applicable) and SNIC Proceeding

VIA email (see: infra) (will NOT follow via fax or mail until SNIC provides its correct fax number during the material times herein)

TO:

Security National Insurance Company
FSRA Registration Number 397

Address in the application benefits package purportedly from SNIC, OCF documents et al (albeit the incorrect return fax number), and **SNIC Response**:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**" or the "**Markham McNabb Building**")

Fax: [removed as the represented fax number therein [416-774-3210] belongs to TD Home And Auto Insurance Company (FSRA Registration #1063) and the fax number for SNIC at SNIC Markham cannot be a 416 fax number but must be a 905 fax number]

Emails: (below to relevant individuals for SNIC at the relevant times)

AND TO:

"Claims Advisors" at SNIC relating to TD Claim #3

Ms. Alisha Anne-Nurse

Address: SNIC Markham

Alisha.nurse@tdinsurance.com

Ms. Carol Persaud

Address: SNIC Burlington

Email: carol.persaud@tdinsurance.com

Fax number: 905-315-1074

Ms. Bev Michie
 Address: SNIC Markham
 Email bev.michie@tdinsurance.com

AND TO:

The ADR Specialist for SNIC in the SNIC Proceeding (assigned by SNIC on January 23, 2024)
 The ADR Specialist who, prima facie, completed, signed and filed the SNIC Response (January 25, 2024)

Mr. David Karat
 Address: SNIC Markham
 Email: david.karat@tdinsurance.com

AND TO:

The declared representative for SNIC as of June 28, 2024

Mr. Matthew Nieuwland
 Barrister and Solicitor with the LSO
 Business Name: TD Insurance Staff Legal

Address:
 66 Wellington St W, Toronto, Ontario, M5K 1A2
 Phone: 1 905 201 4092
 Email: matthew.nieuwland@tdinsurance.com
 Fax: 1 416 599 7439

Re: My request for documents and things of SNIC pursuant to LAT Rules – pre-hearing production – pursuant to LAT Rule 9.2 (specifically 9.2.1(f) of the LAT Rules)

Re #2: demand for the correct fax number of SNIC at its offices at the McNabb Building (“SNIC Document Demand #4”, “Document Demand #4” or “SNIC DD #4”)

Re #3: for contact information purposes for SNIC Markham

Dear Security National Insurance Company and Sirs/Mesdames:

1. I am writing to request documents and things relating to the above.
2. I need not say any more than Re #2 and the attachments to demonstrate my reasonable efforts and particularization of my SNIC Document Demand #4.
3. I will be making a document demand upon a non-party in TDHA for all documents and things that are relevant to the issues in this Appeal. I kindly note that I had been faxing the fax number of 416-774-3120 since it was denoted on pre-printed forms and documents for me to return by fax to whom I thought was SNIC but was not. I was entitled to rely on the representations made to me by whom I thought was SNIC (operating under two trademarks for of “TD Insurance” and “Meloche Monnex” in relation to the “Alumni And Professional Program”) as required by Reg 283, section 2 which states:

39
(2) An insurer shall promptly provide an application and any other appropriate forms in accordance with the Schedule to an applicant who notifies the insurer that he or she wishes to apply for benefits. O. Reg. 38/10, s. 3.

20

(3) The application provided by the insurer must include the insurer's name, mailing address and telephone and **facsimile numbers**. O. Reg. 38/10, s. 3.

4. I only received one fax number which was 416-774-3120. I do agree that I receive an "application" (OCF-1; along with OCF-2 and OCF-3 et al) that did include the insurer's name (SNIC), mailing address (McNabb Building) and telephone (a toll free 1888 number which is not tied to any address per se). However, the cover letters and pre-printed return address included SNIC and the 416-774-3120 fax number. Of course, this cannot be a Markham fax number.

5. For clarity, I do not dispute that SNIC has its offices at SNIC Markham but I can now prove that SNIC's fax number was not and is not a 416 fax number, which is a landline, at the address of the Victoria Park Building.

6. As TD General Insurance Company was denoted as the "head or lead tenant" at the Victoria Park Building, TD Home And Auto Insurance Company was (and/or is) at all material times at the Victoria Park Building. I will not delve into how TD General Insurance Company and TD Home And Auto Insurance Company maintained a firewall (formerly known as "Chinese Walls") while operating from the same premises but certainly different fax numbers is one way to accomplish that goal.

7. For general purposes, please provide the correct fax number for the offices of SNIC Markham so I can replace its contact information with the correct fax number.

8. In closing, it does not matter to me whether a "claims advisor", "claims adjuster", ADR specialist or declared representative to or for SNIC provides the correct contact information on its behalf. However, I require the same so I can notify TD Home And Auto Insurance Company that it has received all of some 100 plus faxes, including my "Application Of An Injured Person pursuant to section 280(2) of the Insurance Act", and 1000's of pages of confidential information by error through no fault of my own.

9. I kindly remind SNIC of its ongoing fiduciary duties to me as the sole SABS insurer ("Sole SABS Insurer") and now after the granting of my NOM #8 the sole respondent party herein. I thank SNIC in advance for its anticipated compliance and discharge of its fiduciary duties.

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): **MCLEANSNICLAT@GMAIL.COM**; (p): 647.513.1270; and (address for service for TD Claim #3 and SNIC Proceeding (see: Appeal): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appellant") has not, is not and will not consent to any unauthorized collection, use or

(40)
access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

Relevant particulars; : *Insurance Policy* #: #001013511806 ; *Insurance Program*: "TD Insurance Meloche Monnex" (Alumni And Professional Program); *Broker*: Meloche Monnex Financial Services Inc.; *Underwriter/Insurer*: Security National Insurance Company; *Named Insureds*: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); *Insured Automobile*: BMW 3 Series Xi Drive 2019; *Insured Person/Appellant*: Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); *Date of Loss*: August 31, 2022 ("DOL"); *Location of Loss*: Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; *Police File Number (North York Reporting Collision Centre)* (see: *affidavit #3*); and *TD Insurance Claim* #: 035325790-3 ("TD Claim #3"); and *AABS File Number*: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

Kevin McLean <mcleansniclat@gmail.com>

Sat, Jul 27, 2024 at 3:27 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com, "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>

July 27, 2024

Re: SNIC Document Demand #4

Dear SNIC:

I write regarding the above.

To confirm, this website (see: <https://www.allareacodes.com/>) confirms that the 416-774-3120 fax number is a landline and associated with Bell Canada (not Bell Mobility).

Any landline number that commenced with 416-774 was created on June 13, 2000.

As such, the landline had to be grounded at 3650 Victoria Park Avenue, North York, Toronto, Ontario. The only owner of that 416 Fax Number, at the material times, was TD Home And Auto Insurance Company.

This SNIC DD #4, and the position taken herein, is consistent with some of the historical issues including but not limited to:

1. Incorrect postal code for my application benefits package but not my Spouse;
2. The April 20, 2023, letter misrepresenting that there was no medical information on file (when I had faxed my MRI results on multiple occasions along with other medical evidence) to support my being outside of MIG;
3. Failures to pay the amounts allegedly approved in OCF-18s (to this date);
4. Adjusters not signing OCF-18's where required (April 20, 2023 and beyond);
5. SNIC not having control of all relevant records and personal information;
6. The SPAM Faxes (my definition) (see: Spring 2023);
7. The request for only email communications (see: March 2023);
8. The delays in SNIC responding to fax communications (see: from the Date of Loss to the time of my filing of the Appeal);
9. The failure of SNIC to respond at all to fax communications;
10. The attempt to switch to the 905 Fax Number (which was still not SNIC's fax number and located in Burlington and which I have just checked and they are some 91 km's apart);
11. The October 2023 email from "E-claims fax service" claiming that I had sent an email when I had not (and not consented at that time to email communications with SNIC until my PIPEDA request (at the time) was resolved to my satisfaction);

August 13, 2024

23

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Dear Sirs/Mesdames:

I write to confirm that I have not received any response hereunder. As such, I will proceed with a motion regarding the same without further notice to the above. I will seek costs in accordance with the *SPPA* and the LAT Rules based on the respondent party (at the time of the filing of the motion). Govern yourselves accordingly with the law.

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

- (44)
12. The attempt to have my OCF-19 submitted through HCAI with reference to an "Appropriate 22 Ontario Health Practitioner" [sic];
 13. Continued responses allegedly from SNIC to my faxing to the 416 Fax Number when I was in Europe along with the 905 Fax Number not receiving faxes or blocking the same;
 14. Ms. Persaud being out of office for four months from September to December 2023;
 15. Ms. Persaud apparently not having access to my AB File including documents like the UHN Notification for my Brain MRI;
 16. Refusal to respond to my request for accounting, tax and payor information;
 17. The SNIC Response that failed to identify, list and attach documents as required by said form;
 18. The unauthorized participation by TDGIC in the SNIC Proceeding;
 19. The conduct of Mr. Nieuwland in the SNIC Proceeding albeit on behalf of TDGIC;
 20. The conduct of the Fictitious Legal Assistant in Ms. Moraes for TDGIC;
 21. The Fictitious TD Claim Number;
 22. Mr. Karat offering the email communication protocol on January 23, 2024;
 23. Perhaps, oddly correct, that Mr. Papadimitropoulos was NEVER involved in my claim for accident benefits and the SNIC Proceeding as he is located at SNIC Markham and the 416 Fax Number is in Toronto; and
 24. Other particulars (known and unknown).

On a side note, this must have become a dispute resolution nightmare when I filed the Appeal and faxed the Appeal to the 416 Fax Number. I obviously, in relying on the representations of SNIC, thought that SNIC was receiving a copy of my Appeal.

While I did not know the issue with the 416 Fax Number until this week, the absence of compliance with the issues including but not limited to IRB, Med/Rehab Benefits, MIG, CAT Impairment, et al.

It appears what happened with the Tribunal was that it knew that the 416 Fax Number was NOT SNIC (and certainly not SNIC Markham) which is why it was so adamant to keep TDGIC therein as TDGIC was already set in the system (likely a clerical error between TDGIC and TDHA).

I look forward to SNIC disclosing and producing its customary fax number at the SNIC Markham from August 31, 2022 to present.

I trust that SNIC, as per its fiduciary duties to me, will disclose the same by no later than Monday, July 29, 2024.

I can confirm that a complaint has been delivered to SNIC's licensing complaint officer regarding this issue and I will close the same if you provide SNIC's Markham landline fax number by no later than Monday, July 29, 2024. To the extent that you fail to do so, I will draw this to the attention of the Tribunal and SNIC's licensing complaint officer.

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Tue, Aug 13, 2024 at 11:05 AM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com, "Karat, David" <David.Karat@tdinsurance.com>, "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>

SNIC's correct fax number for its office at SNIC Markham (see: 101 McNabb Street, 2nd Floor, Markham, Ontario)

3 messages

Kevin McLean <mcleansniclat@gmail.com>

Tue, Aug 6, 2024 at 7:56 AM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Dear Mesdames:

I write regarding the above. I affirm and reaffirm the Email Communication Protocol but for my records (and to amend my contact information for SNIC and others) I continue to request SNIC's correct fax number for its office at SNIC Markham which was referenced in my initial accident benefits package, pre-printed return address OCF forms et al. It is also referenced in the SNIC Response.

I provided fair notice to SNIC that if I did not receive its correct fax number I would be compelled to make a complaint to the licensing complaint officer for SNIC. I have done so. However, if you provide the correct fax number for SNIC Markham (also defined as the "Markham McNabb Building" or "McNabb Building"). I can review and check for its veracity. If it is correct, then I can close my request herein and with the licensing complaint officer.

Kindly revert back to me by the end of the business day. Thank you.

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): MCLEANSNICLAT@GMAIL.COM; (address for service in the LAT proceeding with file number 23-015662/AABS (the "LAT Proceeding" or "McLean Proceeding"); address for communications between Appellant and SNIC pursuant to, by way of consent between SNIC and Appellant, the **Email Communication Protocol** (January 23, 2024)) and the Appellant and TDHA via the Appellant's consent given to TDHA for exclusive email communications)

Disclaimer

The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipient specified in message only; and this email may have been created using voice recognition software (or assistance from third parties due to the Appellant's Disability and the author reserves the right to correct any spelling, grammar and syntax upon further review (emails may be sent with 'scheduled send')

Reservation of rights in fact and at law: consistent with previous and continued objections by Mr. McLean ("Claimant" or "Appellant"), the Appellant has not, is not and will not consent to any unauthorized collection, use or access ("UNA CUA") or disclosure ("UNA Disclosure") of his PII, PHI, or SPI (collectively, "Confidential Information" or "CI") that is inconsistent with any pre-printed and unalterable language in the OCF documents that he signed (and any OCF documents dually signed by physicians and health care practitioners) and delivered via fax to the **First Insurer** at the fax number of 416-774-3120 (the "**416 Fax Number**") and received by the **First Insurer** at the **416 Fax Number** (or information submitted, on behalf of the Claimant or Appellant, through HCAI to the Insurer that was represented to the Appellant's health care practitioners as located [sic] at the **East Mall Address**)

Relevant particulars: **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** Security National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019; **Insured Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affidavit #3);** and **TD Insurance Claim #:** 035325790-3 ("TD

Kevin McLean <mcleansniclat@gmail.com>

Thu, Aug 8, 2024 at 6:40 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 8, 2024 (after five p.m.)

Dear Sirs/Mesdames:

1. I write to confirm, out of an abundance of caution, that I have not received any response to the above. I will exercise my lawful rights accordingly to ensure, inter alia, that all accounting, taxation and record keeping are current and in order. When referencing "approved", I reserve all of my rights in fact and at law regarding the failure of Ms. Nurse to sign the OCF-18, Part 13 and said form remains incomplete and not in accordance with SABS (see: ss. 38(8) and (11), and section 66 and 67 of SABS). There is no dispute that an OCF-18 is for NON-MIG impairments. The OCF-23 is for impairments within the range of MIG.

2. I confirm as of today's date that I have only received the sum to my Beneficiary Bank Account of \$1499.98 which is comprised of various payments under enumerated ground #1:

- a. \$1419.98 in medical/rehab benefits by way of indemnification with the name of "Security National Insurance Comp..."; and
- b. \$80, by way of indemnification to me, for my payment for the completion and signature by an Ontario medical doctor for my OCF-3 (November 3, 2022).

3. While I have consistently asked for not only an accounting of the sums paid to me but on my behalf to my health care practitioners in Mr. Dhaliwal, PT, of TONP and Mr. Attwala, PT, of Rehab Mechanics, along with the current fax number of SNIC at SNIC Markham and an explanation for the East Mall Address, I have not received any response whatsoever.

4. As such, I now formally hereby confirm that no payments under the "partial approval" by the purported signature of Ms. Alisha-Anne Nurse ("Ms. Nurse"), claims advisor of SNIC under TD Claim #3 on April 20, 2023, were ever made by the correct and proper insurer (see: SABS and Reg 283) and none were received by TONP and/or Rehab Mechanics. At the very least, the payments of \$1995.00 and \$85.87 were required to be paid in April 2023.

5. While one Mr. Karat (ADR Specialist) for SNIC represented that \$2850 had been paid, which mathematically had some logic (i.e. \$1,000 by way of ten visits in the Dhaliwal OCF-18 plus three more visits after April 6, 2023 (i.e. somewhere shortly after April 20, 2023)) albeit not with Mr. Dhaliwal, PT per se but approved under the Dhaliwal OCF-18 up to 20 visits, and then potentially a misguided transfer fee of \$50 from TONP to Rehab Mechanics for the transfer therein).

6. The language in SABS is unequivocal in that once the insurer approves, which is the agreement to pay for, it cannot be rescinded per se. Therefore, even if the amount of \$1350 was paid to TONP, which there is no record of, then the sum of \$700 (approximately) would still be remaining (as the transfer fee is not included). However, since neither myself nor any of the physiotherapists (previous or current) have any record of that payment for \$1,350, then it is my position that the sum due and owing, if we follow the exact amounts in the purported Nurse OCF-18 component, then the sum of \$1995.00 has been due and owing since the approval on April 20, 2023. Further, the sum of the \$85.87 has been due and owing since the same time.

7. ⁽¹⁵⁾ While I have wrestled with the notion, as this is liability for me until it is paid in 26 accordance with the law and as represented on letterhead of TDIMM (SNIC), of instructing my physiotherapist to seek the full amount in the Dhaliwal OCF-18, I will for these purposes confirm that I will follow what is in HCAI with respect to name, address et al along with the amounts therein. This is solely for accounting and record keeping purposes so they are consistent for the time being.

8. After that amount is paid, we can deal with the reconciliation of other amounts and more technical issues of law. However, the issue herein is a simple one: **certain amounts were purportedly approved and not paid. They must be paid with SABS interest.**

9. I have brought all of the above to the attention of the relevant persons as soon as I became aware and it operates irrespective and independently of any other issues.

10. I reserve all of my rights in fact and at law and the I note this will require the correct and proper insurer at the relevant address denoted therein to pay SABS interest to Rehab Mechanics as it bought out the business of TONP and therefore acquired the assets and liabilities. In this regard, this is unequivocally an asset (account payable) to Rehab Mechanics. Kindly do so forthwith.

Appendix

SABS

Section 38(8) and (11)

(8) Within 10 business days after it receives 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 of the other reasons why the insurer considers any goods, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary. O. Reg. 34/10, s. 38 (8); O. Reg. 14/13, s. 5.

(11) If the insurer fails to give a notice in accordance with subsection (8) in connection with a treatment and assessment plan, the following rules apply:

1. The insurer is prohibited from taking the position that the insured person has an impairment to which the Minor Injury Guideline applies.
2. The insurer shall pay for all goods, services, assessments and examinations described in the treatment and assessment plan that relate to the period starting on the 11th business day after the day the insurer received the application and ending on the day the insurer gives a notice described in subsection (8). O. Reg. 34/10, s. 38 (11).

Forms

66. Each of the following documents shall be in a form approved by the Chief Executive Officer:

1. An application form referred to in clause 32 (2) (a).

2. A disability certificate under section 21, 36 or 37.
3. A notice under section 35.
4. A treatment and assessment plan referred to in section 38.
5. A treatment confirmation form under section 40.
6. A notice under subsection 40 (3).
7. An application for attendant care benefits under section 42 (Assessment of Attendant Care Needs).
8. An application under subsection 45 (1).
9. An invoice in respect of an expense for goods or services specified in a Guideline applicable for the purposes of section 49. O. Reg. 34/10, s. 66; O. Reg. 123/19, s. 9.

When form is considered completed

67. (1) Any document that is required by section 66 to be in a form approved by the Chief Executive Officer and to which subsection 64 (7) applies and any other document specified in a Guideline applicable for the purposes of this section is duly completed and includes all information required by this Regulation to be included in it if,

(a) every field not identified on the form as an optional field is completed in accordance with subsection (2); and

(b) if any field on the form that is identified as an optional field is completed, it is completed in accordance with subsection (2). O. Reg. 34/10, s. 67 (1); O. Reg. 123/19, s. 9.

(2) If the form specifies the manner or the format in which a field is to be completed, completion of the field shall be in that manner and in that format. O. Reg. 34/10, s. 67 (2).

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Tue, Aug 13, 2024 at 11:17 AM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Dear Mesdames: would you please provide the correct, current and accurate fax number for SNIC at is location in Markham? Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

On Tue, Aug 6, 2024 at 7:56 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

[Quoted text hidden]

AFFIDAVIT #31 → LAT → 23-015662
Request Expedited Hearing → NMT
#14

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com

(48) SECURITY NATIONAL INSURANCE COMPANY
 304 THE EAST MALL, FLOOR 6
 ETOBICOKE, TORONTO, ON
 M9B 6E2
 Attention: ALISHA - ANNE NURSE
 FAX (PROVIDED BY SNIC): 416-774-3120

Auto Insurance Standard Invoice

(OCF-21)

Use this form for accidents that occur on or after November 1, 1991

**Claim Number: 035325710-3

**Policy Number: 001013511806

Date of Accident: 20220831
 (YYYYMMDD)

To be used for medical and rehabilitation goods and services that are payable by an automobile insurer. The User Manual for completion of the form and its versions may be found at www.hcaiinfo.ca

VIA EMAIL:

Confidentiality: Collection, use and disclosure of this information are subject to all applicable privacy legislation.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:
 *required if known **at least one field in this section ***optional

Attach Version C - pages 2 and 3 for Minor Injury Guideline for accidents that occurred on or after September 1, 2010.

Attach Version A - page 2 where there is a previously approved treatment or assessment plan.

Version B - pages 2 and 3 must be used for all other goods and services and may be used for previously approved treatment plans and assessments, at the discretion of the provider.

Part 1 Applicant Information

Date Of Birth (YYYYMMDD)	1983/03/05	Gender	☒ Male ☐ Female	Telephone Number	647-513-270	Extension	
Last Name	MCLEAN						
First Name	KEVIN		Middle Name	ALEXANDER			
Address	175 KING ST WEST (UNIT 410)						
City	TORONTO	Province	ON	Postal Code	M5V 2K3		

Part 2 Insurance Company Information

Company Name	SECURITY NATIONAL INSURANCE COMPANY		Calverton Branch Office Address	ETOBICOKE (IN HCAI)	
*Adjuster Last Name	NURSE		*Adjuster First Name	ALISHA - ANNIE	
*Adjuster Telephone			*Adjuster Fax	416-774-3120 (DIFF ADDRESS FROM MAIL AND EAST M)	
**Name of Policy Holder same as:	☐ Applicant OR	**Policy Holder Last Name	ANTONOVICUS		*Policy Holder First Name
		NICOLE			

Part 3 Invoice Information

Invoice Number	#126A	First Invoice	☒ Yes ☐ No	Last Invoice	☐ Yes ☒ No
For previously approved goods and services, please complete the following:					
*Type of Plan or Minor Injury Guideline	*Plan Date (YYYYMMDD)	Plan Number	*Approved Amount	*Previously Billed	
☒ Treatment and Assessment Plan (OCF-18)	20230106	N/A	\$2080.57	0	
☐ Minor Injury Guideline	Type				
• Attach Version A or B • Attach Version C					

(11-116 FAX NUMBER)
 NOTE(1) - 416-774-3120 IS FAX NUMBER AT
 3650 VICTORIA PARK AVENUE,
 NORTH YORK, TORONTO, ON
 (NOT SNIC) (NOT SNIC MARKHAM)
 PUBLIC EVIDENCE
 TDHA, FSN #1063
 NOTE(2): EAST MALL ADDRESS HAS NOT
 BEEN OPERATIONAL SINCE LATE 2020/
 2021 -> ONLY EVIDENCE FORMER
 TENANT
 -> TDHA, FSN #1063
 1063

**Part 4
Payee
Information**

If Service Address is
same as Billing
Address check here
☒ and **DO NOT
COMPLETE
Service Address**

Facility Name (if applicable) S. ATTWALA PHYSIOTHERAPY		HCAI Facility Registry Number	FSCO Licence Number (if applicable)
Payee Last Name S. ATTWALA PHYSIOTHERAPY		Payee First Name PROFESSIONAL	Payee Number (if applicable) CORPORATION
Billing Address 88 ABELL ST UNIT 1		Service Address (place where service is provided, but not patient address) N/A	
City TORONTO	Province ON	Postal Code M6S 0B1	City N/A
Telephone Number	Extension	Fax Number N/A	

*Email Address **ADMIN @ REHAB MECHANICS. COM ; PHYSIO @ REHAB MECHANICS. COM**

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you and persons acting for you, will collect business, personal and personal health information that is related to the applicant's claim for accident benefits arising out of the accident referenced in this invoice and that all such information will be collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this invoice prepared by me.

I ALSO UNDERSTAND that if I am the health service provider for the applicant that you, and persons acting for you, will collect information related to this claim that is provided by me on this invoice or any other auto insurance application form.

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary, with the applicant's consent for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law, including the Ontario Automobile Policy;
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the proper amount of payment;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the applicant's claims;
- Identifying and analysing the nature and costs of goods and services that are provided to automobile insurance claimants by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations, who may collect and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers; insurance adjusters, agents and brokers; employers; health care providers; hospitals; accountants; financial advisors; solicitors;

organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other insurance

companies; the police; databases or registers used by the insurance industry to analyze and check information provided against existing information; and my agents or representatives as designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources and may analyze this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information relating to this claim form in the manner described above, which will be limited to information that is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with the insurance company representative or a legal advisor before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to others without my knowledge or consent.

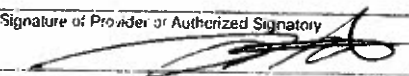
I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation to an insurer under a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with a licence and or unfair or deceptive act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from an administrative monetary penalty to prosecution under the Provincial Offences Act.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood, or other dishonest act, to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims; identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers; and **PREVENTING, DETECTING AND SUPPRESSING FRAUD.**

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company listed in Part 2.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.ibr.ca/en/privacy-terminology.asp>

Name of Provider or Authorized Signatory (please print) SANTIAJ ATTWALA	Signature of Provider or Authorized Signatory 	Date (YYYYMMDD) 2024/08/09
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Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an OCF-19. They may be used at the discretion of the provider for billing any goods or services except for Minor Injury Guidance (see Version C - pages 2 and 3).

Injuries and Sequelae

Description	Code
Spontaneous rib fractures	M43.1
Unilateral intervertebral disc protrusion	M51.1
Postconcussional syndrome	F07.2
Vertebral disorder	M81
Injury blood vessels of head	S09.0
Seizure/strain of eye	S33.6
Injury details are not required if they are the same as those on a previously approved plan.	
Refer to the User Manual at www.healthinfo.ca for coding.	

Providers

Ref	Type	Last Name	First Name	Regulated (College Registration Number)	Unregulated (If applicable, or None)	Hourly Rate	For Insurer's Use
A	PT	Dhalia	Manginder	11856		\$99.75	
B	PT	Attalla	Sungay	14675		\$99.75	
C							
D							
E							
F							

Provider details are not required if they are the same as those on a previously approved plan. Refer to the User Manual at www.healthinfo.ca for coding.

Year	MM	DD	Date of Service	Description	Code	Attribute	Provider Reference	Quantity	Measure	Tax (%)	Cost
2022	12	22		Initial MVA Assessment	S22.PR	2.22.02	A	1	HR		\$85.57
2023	01	05		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	01	12		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	01	19		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	02	02		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	02	16		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	02	23		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	03	02		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	03	30		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	04	06		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	04	10		Rehab Session	S22.PR		A	1	HR		\$99.75
2023	04	14		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	04	17		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	04	21		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	04	28		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	05	05		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	05	12		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	06	09		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	06	23		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	06	30		Rehab Session	S22.PR		B	1	HR		\$99.75
2023	07	07		Rehab Session	S22.PR		B	1	HR		\$99.75
Sub-Total											\$2080.57

Refer to the User Manual at www.healthinfo.ca for coding.

Send any attachments directly to Insurer

Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an OCF-18. They may be used, at the discretion of the provider, for billing any goods or services except for Minor Injury Guideline (see Version C - pages 2 and 3).

OTHER INSURANCE: I have made reasonable enquiries of the claimant and have determined that:

☒ **NO** There is no other insurance coverage identified for these goods and services ☐ **YES** There is other insurance coverage that is potentially available to cover/partially cover these goods and services.

MOH	Is there Ministry of Health and Long-Term Care (MOH) coverage for goods and services included in this invoice?	
	☐ Yes ☒ No ☐ Not applicable	
Other Insurer 1	*Other Insurer Name 21A	*Other Insuring Plan Or Policy Number N/A
	*Name of Plan Member 21A	*Other Insurer's Identifier 21A
Other Insurer 2	*Other Insurer Name 21A	*Other Insuring Plan Or Policy Number 21A
	*Name of Plan Member 21A	*Other Insurer's Identifier 21A

Other Insurance details are not required if they are the same as those on a pre-approved plan.

Other Insurance (for goods and services on this invoice)		Enter amounts that have or will be paid by "other" insurers, which will be deducted from this invoice total.		Enter amounts assigned to "other" insurers on prior invoices that were not paid. Amount will be added to this invoice total. Note: Auto Insurers may request EOB for amounts added to invoice total.	
Chiropractic:		MOH	Insurer 1	MOH	Insurer 1
Physiotherapy:					
Massage Therapy:					
Other Service Type:					
Total:					
Please Specify Other Service Type:					

Account Activity since Last Invoice (if interest is being charged)		Sub-Total: \$2080.57	
*Prior Balance:	\$0	MOH:	\$0
*Payment Received from Auto Insurer:	\$0	Other Insurer 1+2:	\$0
*Overdue Amount:	\$2080.57	Tax (if applicable):	\$0
		*Interest:	\$334.42
*The insurer shall pay interest on overdue outstanding balances as required by the Statutory Accident Benefits Schedule.		Auto Insurer Total:	\$21415.48

Make cheque payable to: S. ARTHUR PHYSIOTHERAPIST

Other Information: PROFESSIONAL CORPORATION

Are there any attachments? ☒ Yes ☐ No If yes, how many? 2

Send any attachments directly to the insurer: (1) THIS VERSION IS

Effective date (2016-10-01) © Queen's Printer for Ontario, 2016 FSCO 1208E.5

For insurer's use only			
Reviewed By:			
Approved By:			
Payee Name:			
Payment Amount:			
Total:		Interest:	Grand Total:

OF APRIL 2014 MADE AUT

(52) 32

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCT-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A Nurse" with the inscription of "Ki W".

Affidavit of Kevin A. McLean

Re: In a matter under the *Insurance Act*, *Statutory Accident Benefits Schedule*, O Reg 34/10 ("SABS"), Reg 283, and *UDAP Rule* and *FSRA Forms* including requirements of insurers registered with HCAI

- i. **Jurisdiction:** Provincial (Ontario)
- ii. **Statute¹, regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** *Insurance Act*, R.S.O., 1990, c 18 et seq ("Insurance Act" or "Ins. Act")
 - b. **Governing Automobile Provincial Regulations:** *SABS*, Reg 283 and Reg 664
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see: as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 ("UDAP Rule"))
- iii. **Contractual particulars:**
 - a. **"Named Insureds":**
 - i. BMW Financial Services Inc. (A Division of BMW Canada Inc.) (defined as "BMW FS Inc." and
 - ii. Nicole Artopoulos (B.A., M.A.) ("McLean Spouse" or "Individual Policyholder")
 - b. **Insured Automobile:** BMW 3 Series Xi Drive 2019 4DR AWD
 - c. **Lessee:** Ms. Nicole Artopoulos
 - d. **Lessor:** BMW FS Inc.
 - e. **Insured Person² resident in Ontario (G Driver):** Mr. Kevin A. McLean (B.A., J.D., CIM) ("McLean", "Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Driver", "Appellant", Applicant", or "Claimant"³);
 - f. **"Broker":** Meloche Monnex Financial Services Inc.⁴ (the "Broker" or "Agent", or "MMFSI")
 - g. **Underwriter/Insurer ('contract of insurance' in the Insurance Policy)**
 - i. Security National Insurance Company (FSRA Insurance Registration #397⁵);
 - ii. Head office: 50 Boulevard Crémazie O, Etage 12, Montreal, QC H2P 1B6, Canada;
 - iii. Underwriter address in Ontario: 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 3J8
 - h. **Insurance⁶ Policy #:** #001013511806 (the "Insurance Policy", "Insurance Contract" or "Insurance Policy #806")
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex:** Alumni And Professional Program (the "AP Program")
 - j. **The Trade Name of "TD Insurance Meloche Monnex"**
 - i. Trademark word holder of "TD Insurance": The Toronto-Dominion Bank ("TD Bank")
 - ii. Trademark word holder of "Meloche Monnex": Meloche Monnex Inc. ("MMI"), a CBCA incorporated company,
 - k. **Combined Name with two distinct trademarks for two different insurance programs:** "TD Insurance Meloche Monnex"
- iv. **The "Accident" or "MVA":**
 - a. **Date of Loss:** August 31, 2022 ("DOL" or "Date Of Loss")
 - b. **Location of Loss:** 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario⁸
 - c. **Police File Number (North York Reporting Collision Centre):** Affidavit #3, Exhibit "A"

(53) 33

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A. Nurse" with the inscription of "Ki. W".

- v. **Information Provided by SNIC after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**
- a. **TD Insurance Claim based number: 035325790⁹**
 - i. **Exposure numbers known to Mr. McLean:**
 - 1. **TD Insurance Claim # for Appellant: 035325790-3 ("TD Claim #3")**
 - a. **Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 034325790-3 (the "Undisclosed TD Claim Number" or "Fictitious TD Claim Number")**
 - ii. **Policy number: same as above**
 - b. **Insureds: Nicole Artopoulos and BM FS Inc.**
 - c. **Sole Address: Security National Insurance Company, 101 McNabb Street, 2nd Floor, Markham Ontario, L3R 4H8 ("Markham McNabb Building" or "SNIC Markham")**
 - d. **Telephone: 1-877-855-3767**
 - e. **Sole Facsimile Number: 416.774.3120;**
 - f. **Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse;**
 - g. **Website: www.melochemonnexus.com**
- vi. **Reg 283:**
- a. **Date of delivered Completed Application by McLean to the 416 Fax Number: October 13, 2022;**
 - b. **Expiry date for the recipient insurer of the Completed Application to dispute its duty to respond and pay any and all benefits pursuant to SABS: January 10, 2023;**
- vii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the "Dhaliwal OCF-18"):**
- a. **Address: Markham McNabb Building;**
 - b. **Fax number: 416 Fax Number;**
- viii. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HCAI and other particulars:**
- a. **Submitter: Manginder Dhaliwal, PT (college registration number: 11856)**
 - b. **Address: 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario, M9B 6E2 ("Etobicoke East Mall Address" or "Etobicoke Address")**
- ix. **The Fax Number for the East Mall Address:**
- a. **Fax Number (East Mall): 416-233-9171 (the "Etobicoke Fax Address")**
- x. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and "adjuster" (absent her signature as language was printed as "As per A. Nurse"):**
- a. **Address: SNIC Markham;**
 - b. **Adjuster: Ms. Alisha-Anne Nurse;**
 - c. **Alleged signature under required field of OCF-18, Part 13: "As per A. Nurse" with "Ki. W" above**
- xi. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023):**
- a. **Address: 5045 South Service Road, Burlington, ON L7L 5Y7 ("Burlington Address");**
 - b. **New fax number: 905-315-1074 ("905 Fax Number") [nota bene: fax number regularly blocked or rejected faxes]**

(54) 34

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and "TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field ("signature field") of "As Per A. Nurse with the inscription of "Ki.W".

- xii. *The current evidence¹⁰ involving the 416 Fax Number regarding the Completed Application delivered to the 416 Fax Number (October 13, 2022):*
- a. *416 are code: Toronto;*
 - b. *Prefix 774: Victoria Park Building (also known as the "Spark Building")*
 - c. *Last four digits of 3120 (location in the Victoria Park Building): 4th floor;*
 - d. *Telecommunications provider for the 416 Fax Number: Bell Canada Inc. (not Bell Mobility);*
 - e. *Publicly listed user/owner of the 416 Fax Number from August 2022 to present: TD Home And Auto Insurance Company (TDHA);*
 - f. *Physical Location of the grounded 416 Fax Number: 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the "Victoria Park Building");*
 - g. *VP Building:*
 - i. *Property manager: Colliers International;*
 - h. *Listed "Lead Tenants" at the Victoria Park Building: "TD Insurance" (colloquial)*
 - i. *Current listed fax owner for the 416 Fax Number: TDHA¹¹*
- xiii. *Address provided by SNIC in the SNIC Response (January 25, 2024):*
- a. *Physical address: Markham McNabb Building;*
 - b. *Signatory for SNIC: Mr. David Karat, ADR Specialist;*
 - c. *Filer of SNIC Response: Mr. Karat;*
 - d. *Server of the SNIC Response: Mr. Karat;*
 - e. *Fax number: NONE;*
- xiv. *Address for TD General Insurance Company, FSRA registration number 353 ("TDGIIC") in the LAT Proceeding prior to its removal after my successful motions¹²:*
- a. *Physical address: the Victoria Park Building (9th floor);*
- xv. *The precise location of the 416 Fax Number in the Victoria Park Building:*
- a. *As of 2007, the 416 Fax Number was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the 4th FLOOR of the Victoria Park Building (North York, Toronto, Ontario;*

Re #3: OCF-21 submitted through HCAI regarding TD Claim #3 as per unpaid amounts approved in April 20, 2023, letter from SNIC (return address of SNIC Markham and the fax number of 416-774-3120 ("416 Fax Number")) from the OCF-18 that I signed on April 6, 2023 (see: Exhibit "A") (the "Dhaliwal Signed OCF-18") and the HCAI submitted OCF-18 on April 6, 2023 (see: Exhibit "C") (the "Dhaliwal HCAI OCF-18")

I, Kevin Alexander McLean, Disabled¹³ (B.A., J.D., CIM) of Toronto, Ontario, SWEAR THAT:

VOLUME #1: Introduction

- I. I am the deponent or affiant (also defined as "Insured Person", "Disabled Individual" and/or "CAT Impaired Individual") herein and I swear, under the pains and penalties of perjury, the following facts to be true.

(55) 35

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field ("signature field") of "As Per A Nurse" with the inscription of "Ki.W".

2. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise. When I have used the expressions (including any permutations) of "in my view", "in my opinion", or "belief", I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact.
3. Where I have included annotations on the exhibit pages, I have done so for ease of reference and I adopt the same as my evidence. Where I have used "double underlining", the double underlining is mine and added to distinguish and delineate between my emphases of certain language.
4. I adopt the information and evidence from the above after "Affidavit of Kevin McLean" herein as my sworn evidence whether by factual reference or based on information and belief. Where I have referenced a belief without a specific source per se, I have done so to protect the identities of certain individuals or persons and/or it is to be presumed by the reader that my beliefs are based upon my investigations or investigations on my behalf. I have provided the aforementioned evidence for clarity in my sworn evidence. Like all of my affidavits since the Date Of Loss and as a result of my impairments, which I have been found by physicians without any competing evidence despite my provision of the same to render me CAT Impaired, I have dictated much of this affidavit and I reserve the right to correct any administrative, spelling, grammar, syntax or incorrect double negatives by subsequent affidavit.
5. My evidence herein, to be appended to the completed and signed OCF-21, is directed to the relevant accounting departments of the **First Insurer**, SNIC *et al* (where applicable).
6. The headings used herein are for reference and convenience of the recipient readers including but not limited to:
 - a. *Reviewer*; and
 - b. *Approver*

(see: OCF-21, "For insurer's use only").

Volume #1(A): Reservation of rights in fact and at law

7. In referencing SNIC herein, I am not admitting that it was the **First Insurer** per se but I reference SNIC as a matter of fact by its name in various documents that were provided to me by SNIC or by HCAI.

Volume #1(B): The Purpose of this Affidavit to be appended to an OCF-21

8. The purpose of my providing the above particulars, known to me, on August 8, 2024, is to, *inter alia*, assist the following:
 - a. *reviewer*; and
 - b. *approver*,

of the "Auto Insurance Standard Invoice (OCF-21)" ("OCF-21")

Volume #1(C): SPPA, section 28 and Legislation Act, section 84: no intent to mislead or deviate from substance or contents of form, or for courtesy purposes, and purpose is for SNIC (or whomever the **First Insurer was – due to passage of time) to pay that which it approved**

9. While I believe that the OCF-21 is primarily purposed and required for impairments within the MIG, and the OCF-18 is for impairments outside of the MIG, and SNIC was required to pay the amounts it approved on

(L30) 36
This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A. Nurse" with the inscription of "K.L.W".

April 20, 2023, by no later than the 11th business day after April 6, 2023, I, in instructing and assisting (where applicable; as Mr. Dhaliwal was my previous physiotherapist and I have first-hand knowledge of some aspects that he did not) my service provider (Mr. Attwala) regarding the completion and execution of the OCF-21, believed it was prudent to provide an invoice for a variety of particularized reasons herein.

10. I provide this affidavit to be appended to the OCF-21 which I and the physiotherapist in Mr. Sanjay Attwala, PT intend to complete (where applicable) and provide to the adjuster or claims advisor at the time of my signed OCF-18 with Mr. Dhaliwal (April 6, 2023), HCA submitted Dhaliwal OCF-18, and the response from SNIC (SNIC Markham), dated April 20, 2023, wherein it partially approved the sum of \$2080.57. I received the April 20, 2023 letter from SNIC (SNIC Markham) in May 2023. During the month of April 2023, I consented to Mr. Attwala taking over from Mr. Dhaliwal as I was informed by Mr. Dhaliwal on or around March 2023 that Mr. Attwala would be replacing him.

11. I, with full knowledge, consented to Mr. Attwala being transferred my files, records and documents from TONP. Mr. Attwala has been my physiotherapist since April 2023. I was very impressed with the approach, care and services of Mr. Dhaliwal of TONP and I have also been very impressed with all aspects of the treatment and services of Mr. Attwala of Rehab Mechanics. In my view, Mr. Attwala and I have taken incredible strides and made progress with my rehabilitation but I have, in my view, an extraordinarily long road ahead with all of my impairments which will, as per advice I have received from physicians, require various surgeries. I intend to rely on Mr. Attwala for the post-operation aspects of any and all surgeries and beyond.

Volume #1(D): further research and investigation: no evidence of Mr. Dhaliwal receiving payment for the \$2080.57

12. At all relevant times, I had presumed that Mr. Dhaliwal, PT, had received the sum of \$2080.57.

13. Based upon my research, I now believe on this August 8, 2024, after five p.m. that my former physiotherapist in Mr. Dhaliwal, PT, of TONP never received any monies from the listed insurer therein (albeit with a different address than my originally signed OCF-18 on April 6, 2023) or any insurer for that matter with respect to the Dhaliwal OCF-18 (see: Exhibit "A" and Exhibit "B").¹⁴

14. While my position remains, as a matter of law, that the "As Per A. Nurse" (see: Exhibit "C") printed language is not an authorized and valid signature by an adjuster on behalf of SNIC, for the purposes herein, I have instructed my current physiotherapist, Mr. Attwala, to submit an OCF 21 for the amounts denoted in the cover letter and non-signed OCF-18, Part 13 by an adjuster on behalf of SNIC. It remains my position that whomever, on behalf of the correct insurer (or "First Insurer") as a matter of law, engages in the process of review and approval of the payment of the sums approved (and not denied *per se* i.e. partially approved) is required to be consistent with the HCAI submitted copy at the time (through no fault of myself or Mr. Dhaliwal).

15. Part of the purposes herein, I remain liable for the services performed upon me where not approved by the correct and proper insurer. However, I confirm that I did receive the documents at Exhibit "C" and I had presumed that said amounts were paid as they were apparently approved. After further review and research of SABS and relevant jurisprudence, it became my position that not only were the purportedly or allegedly approved amounts in the sums of \$1995.00 and \$85.57 due and owing but the entire amount in the Dhaliwal OCF-18 was due and owing for failure by Ms. Nurse, on behalf of SNIC, to sign (and complete) the OCF-18. I do not take kindly to being liable for amounts that were approved by SNIC to its return address of SNIC Markham.

16. I rely on ss. 38(8) and 11 of SABS along with sections 66 and 67 of SABS.

(57) 37

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice HA)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field (signature field)" of "As Per A Nurse" with the inscription of "Ki.W".

17. To the extent that the position of SNIC was that it required an invoice for an OCF-18, which is not a document for impairments outside of the MIG and which I disagree, I note that SNIC has 30 calendar days to pay such invoice. My position will always remain that SNIC (or the **First Insurer** depending on further evidence that is discovered or by way of admissions) was required to pay the \$2080.57 on or around April 24, 2023. I note that SNIC knew the numbers that it approved on April 20, 2023, and the address for Mr. Dhaliwal, PT, and Mr. Attwala were the same.

Volume #1(E): No attempt by Ms. Nurse to send a duly signed OCF-18. Part 13 after the ten business day period under section 38(8) and (11) of *SABS*

18. I swear under the penalty of perjury that I have never received another documents from SNIC or any insurer for that matter wherein Ms. Nurse attempted to or purported to sign in her name (or provide an amended document with her signature and not on her behalf albeit in her name) the OCF-18. Part 13 after April 20, 2023.

Volume #1(F): My PIPEDA request to HCAI – on account of my current PT not having access to the HCAI of my previous PT – received on Tuesday, August 6, 2024, and ancillary evidence herein

19. Upon further review of my signed hard copy of the **Dhaliwal OCF-18**, and then OCF-18's with my current physiotherapist, I noted the address, in the HCAI submissions, of 304 The East Mall, Etobicoke, Toronto, Ontario M9B 6B7 (the "**Etobicoke East Mall Address**" or the "**East Mall Address**") as not being the address that I had for SNIC. When referencing the words of "*I had for SNIC*", the only addresses that I was provided by SNIC (claims advisor in Ms. Nurse) was, at that time, was the following:

- a. **SNIC Markham;** and
- b. **416 Fax Number.**

20. I believe that **Markham** does not have 416 area code numbers. Therefore, I do not believe that I was provided the correct fax number for SNIC at the **Markham McNabb Building**. As such, I believe that the **416 Fax Number** at the Victoria Park Building in October 2022 was the fax number of the insurance company located on the 4th floor of the **VP Building**.

21. For accounting and taxation purposes and the relevant department of the **First Insurer**, I swear that at no time during our LAT proceeding did **TD General Insurance Company**, which attempted to be the sole respondent in substitution of SNIC, represent to me and the Tribunal that it was the "**First Insurer**". The representation made on behalf of TDGIC by its declared representative was that "TDGIC and SNIC" were "one and the same". I was able to disprove that representation by TDGIC and obtain an order to amend the incorrect style of cause from "TD General Insurance Company" to "Security National Insurance Company" (see: order of Adj. Morrisette on June 21, 2024).

22. Further, I note again for the accounting department of the **First Insurer** and potentially the accounting department of SNIC for any reconciliation of amounts with the **First Insurer**, in accordance with *SABS* and Reg 283, I did not become aware of the address at the Victoria Park Building (which referenced the 9th floor) until it appeared in a motion order in the LAT Proceeding but exclusively for TD General Insurance Company, FSRA Registration Number #353. Based upon my research and communications with the concierge at the **VP Building** on July 11, 2024, when delivering documents to a non-party in TDGIC. TDGIC had left the **Victoria Park Building** about a year or so prior (i.e. July 2023). I further note for the relevant accounting department that I was advised by the concierge, whom I presumed was an agent for the property management company in Colliers International, at the Victoria Park Building, that TDGIC (not TDHA) had moved to the **Markham McNabb Building**. Neither the East Mall Address nor the Burlington Address are the same as the **Markham**

(59) 30

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A Nurse" with the inscription of "Ki W".

McNabb Building. I further swear that at no time has SNIC represented to me that it was located at the Victoria Park Building. Rather, SNIC has represented to me or by way of its unalterable address in HCAI that it was (or is) located at:

- a. East Mall Address (Etobicoke);
- b. Burlington Address; and
- c. **Markham (SNIC Markham).**

23. I learned through my HCAI PIPEDA request that the **East Mall Address** was the only address in the HCAI database for my TD Claim #3, and it was set therein from after my Date Of Loss.
24. I will allow for the "reviewer" and "approver" to confirm which insurer it is so acting on behalf in relation to said **East Mall Address** and/or the **416 Fax Number**. To the extent any address changes were to occur, I have provided notice to the claims advisors that any such changes will be at the time of the changes and I will rely upon on the documents in the exhibits as they then were.
25. I note the following:
- a. TD insurance policy regarding limited inter-company transfer of personal information of policyholders and insured persons within the TDI Group (see: **Insurance Policy**); and
 - b. TD insurance policy regarding provision of fax numbers: only provided via "claims advisor" assigned to TD claim number (see: "As we have numerous offices across the country, typically our Insurance or Claims Advisors will provide you with the proper fax number to ensure your documents are received in a timely fashion").¹⁵ (the "**TD Insurance Group Fax Policy Protocol**")
26. I believe that the **TDI Group Fax Policy Protocol** is consistent with the amendments to Reg 283 in 2010.

Volume #2: Exhibits

Exhibit "A"

27. Now shown to me and marked as **Exhibit "A"** to this my affidavit, pages 1 to 10, is a copy of my originally signed **OCF-18** on March 30, 2023 (Mr. Dhaliwal) and April 6, 2023 (myself).

Exhibit "B"

28. Now shown to me and marked as **Exhibit "B"** to this my affidavit, pages 11 to 18, is a copy of the HCAI submitted version of my **OCF-18** that I obtained in this month of 2024 from the privacy division of HCAI. I note the discrepancies between my originally signed **OCF-18** and the auto-population of language, addresses *et al* in the HCAI submitted version.

Exhibit "C": The SNIC (SNIC Markham) letter and OCF-18, Part 13 document (to be read as one document)

29. Now shown to me and marked as **Exhibit "C"** to this my affidavit, pages 19 to 21, is a copy of pages from the letter from SNIC, which did in fact reference the **416 Fax Number** on one of the reverse pages, with the delineation of approvals and non-approvals in the letter therein and the "**As Per A. Nurse**" purported signature. I do not believe that said inscription was Ms. Nurse's signature. I continued to take the position that said form remains incomplete as a result of SNIC and Ms. Nurse's failures in this regard. However, I am content, for purposes herein while reserving my rights in fact and at law, to instruct **Rehab Mechanics** to

(59) 39

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A. Nurse" with the inscription of "K.W".

submit the OCF-21 (with reference only to the correct version (albeit discretionary per se) for impairments that are not within the MIG so the insurer name, address, amounts approved *et al* are consistent.

30. I have now copied and pasted the, in my view, relevant information for the "reviewer" and "approver", to the extent said reviewer and said approver are of the same view as myself that the "As Per A. Nurse" was not a valid signature in accordance with SABS. In this regard, I am determining whether a second and alternate invoice should be provided to the First Insurer and SNIC to provide two options for them. In the interim, I have only instructed one invoice. I have copied and pasted from a document of mine that was made in 2024 regarding the below [emphasis is mine]:

"CLAIM FOR MEDICAL OR REHABILITATION BENEFITS

Claims for medical and rehabilitation benefits and for approval of assessments, etc.

(8) Within 10 business days after it receives 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 of the other reasons why the insurer considers any goods, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary. O. Reg. 34/10, s. 38 (8); O. Reg. 14/13, s. 5.

(11) If the insurer fails to give a notice in accordance with subsection (8) in connection with a treatment and assessment plan, the following rules apply:

1. The insurer is prohibited from taking the position that the insured person has an impairment to which the Minor Injury Guideline applies.
2. The insurer shall pay for all goods, services, assessments and examinations described in the treatment and assessment plan that relate to the period starting on the **11th business day** after the day the insurer received the application and ending on the day the insurer gives a notice described in subsection (8). O. Reg. 34/10, s. 38 (11).

[nota bene: this section is somewhat analogous to the IRB (Specified Benefit) section regarding the within ten business days that an insured must give a section 44 notice or pay the specified benefit until it gives a compliant notice under section 36(4)(b)]

Section 67 of SABS

When form is considered completed

67. (1) Any document that is required by section 66 to be in a form approved by the Chief Executive Officer [FSRA, Mr. Mark White] and to which subsection 64 (7) applies and any other document specified in a Guideline applicable [see: <https://www.fsrao.ca/media/46/download>; OCF-18 guideline] for the purposes of this section is duly completed and includes all information required by this Regulation to be included in it if,

- (a) every field not identified on the form as an optional field is completed in accordance with subsection (2); and

40

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field (signature field)" of "As Per A Nurse" with the inscription of "K. W."

(b) if any field on the form that is identified as an optional field is completed, it is completed in accordance with subsection (2). O. Reg. 34/10, s. 67 (1); O. Reg. 123/19, s. 9.

(2) If the form specifies the manner or the format in which a field is to be completed, completion of the field shall be in *that manner* and in *that format*. O. Reg. 34/10, s. 67 (2).

Exhibit "D"

31. Now shown to me and marked as **Exhibit "D"** to this my affidavit, pages 22 to 42 is a copy of my emails to the claims advisors or adjusters of SNIC (as represented to me) with my queries and requests for accounting, evidence, and correct contact information for SNIC *et al.* As of today's date, I still have not received a response to those emails and emails, in my view, that were similar by way of requests and demands therein.
32. Now shown to me and marked as **Exhibit "E"** to this my affidavit, pages 43 and onwards is a copy of an **OCF-21** therein. I have instructed **Rehab Mechanics** to complete said form in accordance with the approved amounts therein as per an **OCF-18** (a non-MIG form) while reserving my rights in fact and at law.
33. As a result, I swear my belief yet again that I do not believe that my service providers denoted herein (**TONP** and **Rehab Mechanics**) (collectively defined herein as the "**Service Providers**") received any funds from SNIC or any insurer (see: **First Insurer** pursuant to *Reg 283*) in relation to the **Dhaliwal OCF-18**.
34. I confirm that SNIC (Mr. Karat) and I agreed and consented to an email communication protocol in January 2024 for my communications for ongoing and day-to-day matters with Ms. Persaud (at the time¹⁶). I continue to honour and affirm that **Email Communication Protocol**.

Volume #3: Conclusion and Jurat

35. I swear that, under the penalties of perjury that I have solely drafted this affidavit and as any service provider to me is an "agent" and I am the "principal", I have instructed, within the boundaries of the law, to attach this affidavit, which contains the above exhibits (including my originally signed **OCF-18** with Mr. Dhaliwal, PT; the **HCAI** submitted **OCF-18** through the **HCAI** portal; and the letter from SNIC with the "non-signature" by Ms. Nurse *et al.*)
36. To the extent that any monies were paid to Mr. Dhaliwal, PT (**TONP**) or Mr. Attwala, PT (**Rehab Mechanics**), I am content to accept the same so long as I am provided with supporting documentation of the same and the *approver* and *reviewer* may deduct whatever amounts were in fact sent via cheque (see: *Bills of Exchange Act*) and delivered (with proof) to whichever service provider said insurer delivered the same.
37. While I note that the **OCF-21** is optional or discretionary for **OCF-18**'s (i.e. Non-MIG related), I have instructed **Rehab Mechanics** to attach this affidavit to an **OCF-21** for the purposes of a *reviewer* and *approver* for payment of any and all amounts that were approved in the April 20, 2023 letter. I will await to see who reviews and approves the same and from which insurer per se as I have not received any response from the adjusters or advisors in this **TD Claim #3**.
38. As my review leads me to believe that the attachments cannot be uploaded into **HCAI**, I shall provide a copy of the attachments to the claims advisors (as represented to me) of SNIC via email pursuant to the **Email Communication Protocol**. I will then confirm the same with evidence to **Rehab Mechanics** that I had done so.
39. Out of respect for the accounting department(s) at SNIC and the **First Insurer**, I swear that I have received to my **Beneficiary Bank Account** (provided to the **416 Fax Number**), the sum of \$1499.98 as of April 6, 2023. As of August 8, 2024, I have not received any further payments from SNIC or any insurer.

(61) 11
This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A. Nurse" with the inscription of "Ki W".

40. While I believe that since SNIC's stated position was that I was in the MIG at the said time, I believe it was required to pay the full amount of the Mr. Dhaliwal full-body assessment. In this regard, I do not see any prohibition regarding paying more than the invoice will demand payment for (and there may be a dispute on the sum of the interest pursuant to section 51 of *SABS*), in accordance with *SABS*, but I note that there is a prohibition against paying less than the approved amounts by SNIC on April 20, 2023.
41. To the extent that the accounting department is of the view that SNIC did not comply with the requirements of *SABS* in providing me with a notice, which includes the completed required fields in the OCF-18, Part 13, then it or the **First Insurer** may pay the full amount in the OCF-18 with *SABS* interest to Mr. Attwala, PT or by reference to the S. Attwala Physiotherapy Professional Corporation which does business as "Rehab Mechanics" (defined as "SAPPC" or "Rehab Mechanics").
42. I wish to kindly, in my view, re-notify the claims advisors whether at SNIC or the **First Insurer** to amend the unalterable address in HCAI to an address that is current and active. I attended the location of the Etobicoke Address on August 4, 2024, and it is under construction or a "construction site". I spoke with some residents in the area and I was informed that the Etobicoke Address has been inactive for years as it related to the former office building known as the "Valhalla Executive Suites". If SNIC is continuing to take the position that it was the **First Insurer**, then I request that SNIC amend, in HCAI, the address of the Etobicoke Address to the **Markham McNabb Address**.
43. I also request that the claims advisors, whether at SNIC or the **First Insurer**, provide me with the following for any of my (or on my behalf for current and future health care practitioners (whether in Ontario and outside of Ontario) day-to-day submissions, for HCAI or otherwise, the following for, *inter alia*, accounting, taxation and record keeping purposes:
- a. SNIC Markham's fax number;
 - b. the legal name of the **First Insurer**;
 - c. the insurance companies that were tenants or occupiers at the **Burlington Address** from 2023 to January 2024;
 - d. the current fax number for the **First Insurer**; and
 - e. copies of any signed OCF-18's (see: Part 13) by an adjuster on behalf of SNIC after the Dhaliwal OCF-18.
44. I appreciate that insurance companies move locations through their operational histories and I appreciate that SNIC moved to the **Markham McNabb Building** on or around 2018. I swear that belief based on my discussions with confidential sources and my own research. I swear that at no time did SNIC represent to me that it was located at the Victoria Park Building. I swear at no time did SNIC represent to me that it had a branch office situated at the Etobicoke East Mall Address. SNIC did represent to me, in 2023, that its office address had changed from SNIC Markham to the Burlington Address. While I had faxed that 905 Fax Number on numerous occasions, it was regularly blocked or disconnected during the "call".
45. During October 2023, an unknown author, purporting to be with e-claims service emailed an email account that I had not provided to SNIC, requesting that I upload information to some portal with "E-claims" (unknown entity). I did not respond to that email as I had not consented, at that time, to email communications, and I exclusively faxed to the **416 Fax Number** (from September 2022 to October 2023) and then joint or semi-contemporaneous faxes to the **416 Fax Number** (represented to me as SNIC Markham) and the 905 Fax Number (Burlington). On or around March 2023, I received a letter from SNIC asking for me to check a box and consent to email communications along with the provision of an email address for said purposes. I did not consent.

(62) 42

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field ("signature field") of "As Per A. Nurse" with the inscription of "Ki.W".

46. On or around April 2023, I received a variety of what I defined as "Spam Faxes" as they were from fax numbers that were not the **416 Fax Number** (4th Floor of the Victoria Park Building), and I had to block, black-list and filter them to avoid any potential privacy breaches. One of the "Spam Faxes" read to me as coming from an unnamed and undisclosed insurance company in reference to my fax to the **416 Fax Number** a few days prior. This aforementioned "Spam Fax" represented to me that it did not have any record of my TD claim number which I found appalling and concerning. Moreover, it appeared to direct me to other fax numbers for future faxes. I, in my view, promptly faxed the **416 Fax Number** to the attention of Ms. Nurse (claims advisor) to alert SNIC and her of said issue. I continued to exclusively fax the **416 Fax Number** until October 2023, when I returned from Europe to Canada (after obtaining MRI's examinations, assessments and reports that I could not obtain in Canada at all or until late December 2023 or early January 2024) when I jointly faxed the 905 Fax Number (Burlington Address) and the Fax Number.
47. For the benefit of the relevant accounting departments, as I have taken the position based on my investigations and discoveries, since July 2024 that the **First Insurer** was NOT SNIC, that I have never received a fax from the **416 Fax Number**. Further, I have never received a fax from the **416 Fax Number** that purported to be Ms. Nurse, Ms. Persaud or Ms. Michie.
48. After review of my documents, I swear that I have not received or found any documents from SNIC that has referenced the **416 Fax Number** by SNIC or an authorized representative of SNIC since 2024.
49. I swear that while I believe that Ms. Michie has represented that she was and is a claims advisor with SNIC at **SNIC Markham**, I am not aware of any documents in which she has referenced the **416 Fax Number** for SNIC.
50. While I wished to remain consistent with the **HCAI** submitted copy, as a courtesy to the relevant "reviewer" and "approver" of the OCF-21, by submitting via mail to the Etobicoke East Mall Address. I cannot in good conscience do so as I have knowledge that the *Valhalla Executive Suites* has been demolished. I believe any mailing of this affidavit, appended to the OCF-21, would not be receivable by the insurance company that was so located there prior to its inoperability and demolition. As such, I will email a copy of this affidavit and to be completed OCF-21, by Mr. Attwala, PT, (regarding the approved amounts by SNIC (**SNIC Markham**) with reference to Ms. Nurse) of the same to Ms. Nurse with a copy to the Mesdames Persaud and Michie. I will also copy, via email, the chief agent for **TDHA**.
51. I will not send this affidavit and OCF-21 to the Burlington Address as I do not believe that was an address for SNIC per se. To the extent it was a branch office for **TDHA**, I will rely on email to the chief agent in Mr. Russell, to avoid any lost or stolen personal information of mine and that of Mr. Attwala, PT and Rehab Mechanics.
52. I may fax a copy of the completed and executed OCF-21 and this affidavit to the **416 Fax Number** whilst requesting a response. While only the Etobicoke East Mall Address is denoted in the **HCAI** submitted copy (see: Exhibit "B"), I note that Ms. Nurse's name is therein. I further note that the **416 Fax Number** was included in my signed OCF-18 with Mr. Dhaliwal on April 6, 2023 (see: Exhibit "A").
53. I further swear that I, along with instructions and provision of current evidence to any and all service providers to me, am erring on the side of caution to avoid any imputation or allegation that I waived any rights. I swear under oath that I have NOT, am NOT and will NOT waive any rights on my behalf or others (where I have an interest therein) and any waiver from me (if applicable) will be signed, dated and witnessed.
54. I further swear that I have not found any evidence that SNIC had branch offices from the Date Of Loss to present at any of the following locations:

(63) 43

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCT-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field ("signature field") of "As Per A Nurse" with the inscription of "Ki W".

- a. **Etobicoke East Mall Address;**
- b. **Burlington Address;** and
- c. **Victoria Park Address.**

55. I do not dispute that **TDHA** had a branch office at the Etobicoke East Mall Address in 2020 and perhaps in 2021. I am still investigating and seeking the exact date as to when the City of Toronto council approved the demolition of the buildings situated at 304 The East Mall, Etobicoke, Toronto, Ontario but I believe it was in late 2020 based on my review of various news articles.
56. I do not dispute that public materials issued by Ontario Business Directory website that the Burlington Address has tenants or occupiers therein that received faxes to the 905 Fax Number. I do not believe that **SNIC** had a branch office, was an occupier or tenant of the Burlington Address in 2023. To the extent that **SNIC** did have a branch office at the Burlington Address in 2023, I do not believe that anything turns on that issue per se as the address that I provided to Mr. Dhaliwal for **SNIC** was **SNIC Markham** and the **416 Fax Number**. I believe that the **SNIC Markham** address (McNabb Building) is 91 kilometres from the Burlington Address. I believe that the **416 Fax Number** is grounded as a landline at the Victoria Park Building and it is not a landline that has been geographically delineated to either:
- a. Etobicoke East Mall Address;
 - b. Burlington Address; or
 - c. **Markham McNabb Building.**
57. While I believe that Etobicoke and North York are both, as of 2022 to present, part of the "City of Toronto", and have certain residences and commercial buildings with 416 area codes, I do not believe that either Burlington or **Markham** have 416 area codes.
58. I believe that Burlington is part of the "Halton Region".
59. I believe that **Markham** is part of the "York Region". I believe that the area of North York in Toronto is distinct from the "York Region".
60. As the East Mall Address was set by an unknown individual(s) to me in the **HCAI** portal, which I cannot access per se, I further swear that I am unaware of any fax number associated or provided in relation to the **Etobicoke East Mall Address**. The fax number provided above in relation to the Etobicoke Address was provided to me by an individual that found a phone listing regarding the same.
61. I believe that **SNIC** has its operations, as the only out-of-town insurer in the TDI Group, in **Markham** Ontario and has had its operations in **Markham**, Ontario since on or around 2018.
62. I am not directing this evidence to one Mr. David Karat as he has represented to me that he was not the "adjuster" but "ADR Specialist".
63. I hereby confirm under oath that any and all interest under **SABS** and/or interest or penalties for any and all issues involving myself are to be paid directly to **Rehab Mechanics**.
64. I have, in my view, being comprehensive and extensive in particularizing the above so that **SNIC** and the **First Insurer**, along with the relevant accounting and taxation departments (internal and external) all of the necessary evidence to comply with their obligations on an individual and personal level along with those distinct insurance companies for whom or which they act on behalf. If any of the accounting departments of **SNIC** or the **First Insurer** require, for accounting or reconciliation purposes, supporting documents, further

(64) 47

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particulars or further evidence under oath from me regarding amounts paid to me to my Beneficiary Bank Account, they may email me at mcleanSNIClat@gmail.com.

65. As I was born and raised in Vancouver, BC, then completed my undergraduate degree in Ohio, and then my law degree in Windsor, Ontario (albeit 519 area code from my best recall of the same) and returned to Vancouver in 2008 for ten years, I have had to spend time to investigate and educate myself regarding the different regions in Ontario along with area codes for phone numbers and faxes.
66. To the extent that, at any time, the **First Insurer** provides its legal name, address and fax number for myself and my service providers, I need not have any information about how SNIC and it are reconciling the numbers between them. However, I keep my demand and request in perpetuity that whichever the **First Insurer** was (and is) that whomever handles the information technology aspects for said **First Insurer** that he or she provide current and accurate contact information therein including but not limited to:
- Physical address;
 - Phone number;
 - Fax number; and
 - Name of adjuster(s)).
67. If SNIC believes and takes the position that it was the **First Insurer**, which I disagree but then I demand that it, at the very least, amend the address information therein to an active and current office for SNIC. To the extent that it requires SNIC, from an HCAI perspective, to have the name of the insurance company amended to TDHA, along with any other required transferring of information therein, I consent to the same so long as it is in accordance with Reg 283 and SABS (i.e. that TDHA was the First Insurer to receive my Completed Application). In this regard, I note that having to address all of these issues herein, with the historical investigations, is causing me further issues with receiving the necessary treatment along with planning and structuring the same.
68. I kindly remind each and every individual and insurance company of their obligations and to ensure that whomever reviews and approves (consistent with the approved amounts in the April 20, 2023 letter and the "As Per A. Nurse" OCF-18, Part 13 (April 20, 2023) the OCF-21 invoice that they must do so in accordance with SABS and Reg 283.
69. I will not further speculate as to why the **416 Fax Number** was provided to me for, *inter alia*, my OCF-1 and the delivery of my Completed Application but it appears to me that SNIC was relying on a variety of antiquated forms, addresses, legal information *et al*. I note that in Exhibit "C", SNIC did not refer to the current and correct address for the License Appeal Tribunal (AABS) (see: Exhibit "C", page 20). Moreover, I note that SNIC was referring to an antiquated website for "forms" and "documents" for LAT (AABS). For precision purposes, I note that the address for the License Appeal Tribunal is denoted in all search engines as:
- "15 Grosvenor St Ground Floor, Toronto, ON M7A 2G6" [not the addresses reference at Exhibit "C", page 20 by SNIC).
70. I will note that, not only for the benefit of myself but other insured persons with SNIC, that if it is relying on antiquated addresses in HCAI, I trust it will amend those as well in order to have them be current and accurate.
71. Whatever the reasons were for the errors in providing me with the **416 Fax Number**, I do not need to know such reasons per se (as it relates to the issues herein). However, I again swear under oath that at no time during the 90 days from October 13, 2022 to January 10, 2023 (or even thereafter) did any other insurer besides SNIC or SNIC itself alert to me that issue and/or comply with Reg 283. I swear that I will object to any potential late notice provided by the **First Insurer** as it is now some 18 or 19 months since January 10, 2023. I provide

(05) 4/5
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that evidence for the accounting department (accounts payable department: regarding amounts approved by an insurer in relation to an OCF-18) such that they have the relevant facts and evidence, and have direct knowledge that there is no such issue of concern in that regard.

72. I shall await the confirmation that Mr. Attwala, or the to be noted payee in the OCF-21 has been paid for the approved amounts in the OCF-18 by SNIC (April 20, 2023) with any associated interest under *SABS*, and I will then denote the absence of that amount of liability for myself.

(66) 46

This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 14A) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A Nurse" with the inscription of "K. W."

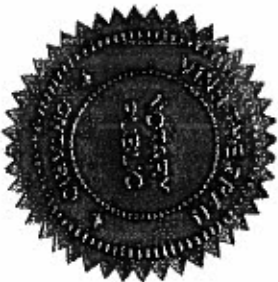
73. I swear that I am relying on strict compliance with all laws until I have received any and all benefits, in accordance with SABS and Reg 283, and that will remain until further notice from me in duly executed and witnessed form. I do not intend to waive my right to rely on strict compliance with the aforementioned Reg 283 and SABS. As such, SNIC and the **First Insurer** and any other relevant persons are again on notice of the same.
74. I swear this Affidavit for no improper purpose and to be attached to an **OCF-21** to be submitted through **HCAI** under TD Claim #3 and the Insurance Policy denoted herein in the header.

Sworn before me at **Toronto, Ontario**
On this 8th day of August 2024



Mr. Kevin A. McLean (B.A., J.D., CIM)

 **Vinh The Tran, Esq.**
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Notary Public & Solicitor, Attorney at Law, Ontario
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Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

(67) 47
This is the 1st and only affidavit (for said purposes) which is denoted below) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoice 1(A)) to be submitted by my current physiotherapy company, (SAPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the impugned or alleged failure of the correct and proper insurer to pay the amounts apparently approved on April 20, 2023, purportedly by SNIC and allegedly by the printed name under the "mandatory field" ("signature field") of "As Per A Nurse" with the inscription of "K.L.W."

ENDNOTES

¹See: SPPA, section

²See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the **Individual Named Insured** (Artopoulos)

³As defined under UDAP Rule, ss. 1(1): "Claimant": "means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance,

⁴Distinguished from Meloche Monnex Inc., which is a CBCA incorporated company with a registered and records office of Markham McNabb Building

⁵See: SPPA, section 1(1) definition of license: registration or similar form of permission required by law;

⁶"Insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s. 1(1) of the UDAP Rule);

⁷UDAP Rule, 1(1)(v)(c): "Contract of insurance" means: (c) for a contract of insurance not referred to in (a) or (b), has the meaning ascribed to "contract" in s. 1 of the Act; see: section 1(1) of *Insurance Act* (Ontario): "contract" means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

⁸(multiple 416 postal codes due to involuntary movement of **Insured Automobile** by force of being rear-ended by the tortfeasor (insured by the tort insurer in **Pembridge Insurance Company** ("Pembridge" or "Tort Insurer"))

⁹See: SNIC Response on January 25, 2024

¹⁰Abundance of caution whilst reserving all rights in fact and at law

¹¹(see: <https://ontariobusinessdir.com/company.php?id=61237>)

¹²Motion in May 2024 and then decided in late June 2024 and a further motion to clarify any issues arising from said order amending the style of cause and any and all documents issued by the Tribunal since January 2024. I am not citing the LAT Proceeding as it is not relevant per se and at this time to the historic, ongoing and future obligations that arise from this affidavit to be tendered and exclusively delivered to SNIC (claims advisors) and the First Insurer (not denied to be TDHA and subject to further evidence and admissions)

¹³One year after the Accident as determined by a physician (neurosurgeon) when reviewing the four different MRIs that I had since the Accident (please: Affidavits #1 to #4 which were attached to my filed pleading herein on December 24, 2023).

¹⁴nota bene: for purposes of consistency, although there is an issue with the address in Exhibit "B" Dhaliwal OCF-18, the information therein, as it was unalterable, will be utilized as it was prior to the April 20, 2023 letter referencing Ms. Nurse of SNIC and the "As per A. Nurse" component of the OCF-18, Part 13, "Signature of Insurer" and the field for "Signature of Adjuster").

¹⁵<https://tdinsurance.intelliresponse.com/en/index.jsp?requestType=NormalRequest&source=4&id=1464&question=At+what+fax+number+can+I+reach+TD+Insurance+Meloche+Monnex>

¹⁶Since that time, the Appellant was introduced to Ms. Michie of SNIC at SNIC Markham. The Appellant promptly put Ms. Michie on notice of an issue of conflict of interest and lack of independent pursuant to a variety of independent laws and legal grounds including the UDAP Rule by virtue of "AP" having his business office at SNIC Markham (McNabb Building)

(62)

To be attached
to CF-212

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THIS IS EXHIBIT^{"A"} REFERRED TO IN THE
AFFIDAVIT OF *Kevin A. McLean*
AFFIRMED BEFORE ME, THIS^{9th} DAY
OF *August*, 20..²⁴.....



.....
A L A JIMMISSIONER, ETC.

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com

Return this form to:

Security National Insurance Company

10-1 McNabb Street

Markham, ON

R 4H8

ATTN: Alisha-Annie Nurse

Treatment and Assessment Plan (OCF-18)

Use this form for accidents that occur on or after November 1, 1996.

**Claim Number: 035325790-3

**Policy Number: 001013511806

Date of Accident:
(YYYYMMDD) 20220831

- ambulance or other goods or services provided on an emergency basis for more than 5 business days after the accident
- drugs prescribed by a regulated health professional
- denial goods or services (submitted on the Standard Denial Claim Form)
- goods referenced in s.15(1)(d) to (f) and s.16(3)(a) to (c) with a cost of \$250 or less per item
- goods and services referenced in s.15(1)(h) or 16(3)(d) if the insured agrees the expense is essential for the treatment or rehabilitation of the insured person with a cost of \$250 or less per item or service

NOTE: A Treatment and Assessment Plan (OCF-18) is not required to make the following claims:

If this is an Impairment that comes within the Minor Injury Guideline applicable to the accident (for accidents that occurred on or after September 1, 2010) an OCF-23 Treatment Confirmation Form is required instead of this form.

To the Applicant:

Please provide information for the completion of Parts 1 and 2 and 3. After your regulated health professional has reviewed your Treatment and Assessment Plan with you, sign Part 10 and initial Part 12.

Your regulated health professional will complete all other parts of the form.

Collection, use and disclosure of this information are subject to all applicable privacy legislation. Additional disclosure and consent may be required depending on the manner in which the information is used and disclosed.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:

*required if known

**at least one field in this section

---optional

To the Regulated Health Professional/Facility:

To the extent possible, this Treatment and Assessment Plan should include a plan and services contemplated by the regulated health professional referred to in Part 1.

A health practitioner (i.e., chiropractor, dentist, nurse practitioner, occupational therapist, optometrist, physician, physiotherapist, psychologist, speech language pathologist) must sign Part 4.

Complete Part 6 based on your most recent examination of the applicant. Return the form to the insurance company listed in Part 2. Please print clearly.

Consent: It is the responsibility of regulated health professionals to ensure that the collection, use and disclosure of information submitted are authorized by the insured. This form, Ontario Claims Form 5 (OCF-5) Permission to Disclose Health Information, may be used as a consent form.

Part 1 Applicant Information

Date Of Birth (YYYYMMDD)

19830325

Gender



Male



Female

*Telephone Number

6475131270

Last Name

McLean

First Name

Kevin

***Middle Name

Address

410-775 King St W

City

Toronto

Province

ON

Postal Code

M5V 2K3

Part 2 Insurance Company Information

Insurance Company Name

Security National Insurance Company

City or Town of Branch Office of Application

Markham

*Adjuster Last Name

Nurse

*Adjuster First Name

Alisha-Annie

*Adjuster Telephone

Extension

*Adjuster Fax

4167743120

**Name of Policy Holder

same as Applicant ☐ OR:

**Policy Holder Last Name

Nicole

*Policy Holder First Name

Antopoulos

Part 3 Other Insurance Information

To be completed
by the regulated
professional
referred to in Part
5 with information
from the applicant

OTHER INSURANCE Is there other insurance coverage for any goods and services listed in this Treatment and Assessment Plan?
I have made reasonable enquiries of the applicant and have determined that:

☒ **NO** There is no other insurance coverage identified for these goods and services

☐ **YES** There is other insurance coverage that is intended, or expected, to cover/partially cover these goods and services

MOH	Is there Ministry of Health and Long-Term Care (MOH) coverage for any goods and services included in this plan?	
	☐ Yes	☒ No ☐ Not applicable
Other Insurer 1	*Other Insurer Name	*Other Insurance Plan Or Policy Number
	*Name of Plan Member	*Other Insurer's Identifier
Other Insurer 2	*Other Insurer Name	*Other Insurance Plan Or Policy Number
	*Name of Plan Member	*Other Insurer's Identifier

Part 4 Signature of Health Practitioner

Treatment and
Assessment Plan
Certification

Name of Health Practitioner Manny Dhallwal		College Registration Number 11856	
Facility Name (if applicable) Toronto Ortho Neuro Physiocare			
HCAI Facility Registry Number (if applicable) 123657		FSCO Licence Number (if applicable) SP17641	
Service Address 68 Abell Street, Unit 1			
City TORONTO		Province ON	Postal Code M6J 0B1
Telephone Number 416-533-3900	*Extension	*Fax Number 416-981-8875	*Email Address

You are a:

- ☐ Chiropractor
- ☐ Dentist
- ☐ Nurse Practitioner
- ☐ Occupational Therapist
- ☐ Optometrist
- ☐ Physiotherapist
- ☒ Physician
- ☐ Psychologist
- ☐ Speech-Language Pathologist

For accidents that occur on or after September 1, 2010:

Is this impairment predominantly a minor injury as referred to in the Minor Injury Guideline applicable to the accident?

☐ Yes ☒ No

If yes, select the applicable circumstance:

- ☐ Treatment under the Minor Injury Guideline has already been provided and additional treatment goods and/or services are requested within the \$3,500 limit
- ☐ The applicant has a pre-existing medical condition that was documented by me or another health practitioner before the accident and that will prevent the applicant from achieving maximal recovery from the minor injury if the applicant is subject to the \$3,500 limit or is subject to the goods and services authorized under the Minor Injury Guideline. Please provide an explanation and provide compelling evidence to support this recommendation.

Send any attachments directly to the insurer.

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED.

I UNDERSTAND that you, and persons acting for you, will collect business, personal and personal health information that is related to the applicant's claim for accident benefits arising out of the accident referenced in this Treatment and Assessment Plan and that all such information will be collected directly from me or from any other person with my consent

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan prepared by me.

I ALSO UNDERSTAND that as the health practitioner for the applicant that you, and persons acting for you, will collect information related to this claim that is provided by me on this or any other auto insurance claim form

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary with the applicant's consent for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law including the Ontario Automobile Policy;
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the proper amount of payment;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the applicant's claim;
- Identifying and analysing the nature and costs of goods and services that are provided to automobile accident plaintiffs by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations, who may collect and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers; insurance adjusters, agents and brokers; employers; health care providers; hospitals; accountants; financial advisors; solicitors; organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other insurance companies; the police; databases or registers used by the insurance industry to analyze and check information provided against existing information; and my agents or representatives as designated by me from time to time

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources and may analyse this information for the limited purpose of preventing, detecting or suppressing fraud

I CONSENT to you collecting, using and disclosing information relating to this Treatment and Assessment Plan in the manner described above, which will be limited to information that is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure

I UNDERSTAND that if I have any questions about this consent I am free to consult with the insurance company representative or a legal advisor before signing this document

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to others without my knowledge or consent

I CONFIRM THAT, to the best of my knowledge, the information in this Treatment and Assessment Plan is accurate, the Treatment and Assessment Plan has been reviewed with the applicant by the regulated health professional in Part 5 and the goods and services contemplated are reasonable and necessary for the treatment and rehabilitation of the applicant for the injuries identified in Part 5

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation to an insurer under a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with a licence and or unfair or deceptive act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from an administrative monetary penalty to prosecution under the Provincial Offences Act

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood, or other dishonest act, to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims; identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers; and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about privacy related issues please contact the Privacy Officer for the insurance company listed in Part 2

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.ibr.ca/en/privacy-terminology.asp>

Name of Health Practitioner (please print)

Manny Dhaliwal

Signature of Health Practitioner

Date (YYYYMMDD)

20230330

**Part 6
Signature of
Regulated
Health
Professional**

Signature and
Assessment Plan
Preparation and
Supervision

If same person as
Part 4 check here

☒ and
**DO NOT
COMPLETE
Part 6**

Name of Regulated Health Professional

College Registration Number

Facility Name (if applicable)

HCAI Facility Registry Number

FSCO Licence Number (if applicable)

Service Address

City

Province

Postal Code

Telephone Number

*Extension

*Fax Number

*Email Address

You are a

- ☐ Chiropractor
- ☐ Dentist
- ☐ Massage Therapist
- ☐ Nurse
- ☐ Occupational Therapist
- ☐ Optometrist
- ☐ Physician
- ☐ Physiotherapist
- ☐ Psychologist
- ☐ Speech-Language Pathologist
- ☐ Social Worker
- ☐ Other

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TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information that is related to the applicant's claim for accident benefits arising out of the accident referenced in this Treatment and Assessment Plan and that all such information will be collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan prepared by me.

I ALSO UNDERSTAND that as the regulated health professional for the applicant that you, and persons acting for you, will collect information related to this claim that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary with the applicant's consent, for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law, including the Ontario Automobile Policy;
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the proper amount of payment;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the applicant's claims;
- Identifying and analysing the nature and costs of goods and services that are provided to automobile accident victims by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations who may receive and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers; insurance adjusters, agents and brokers; employers; health care providers; hospitals; accountants; financial advisors; associations; organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other insurance companies; the police; databases or registers used by the insurance industry to analyze and check information provided against existing information; and my agents or representatives as designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources and may analyze this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing this information related to this Treatment and Assessment Plan in the manner described above which will be limited to information that is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with the insurance company representative or a regulated health professional before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to others without my knowledge or consent.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or misrepresentation to an insurer under a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with a contract of insurance or unfair or deceptive act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from an administrative monetary penalty to prosecution under the Provincial Offences Act.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood, or other dishonest act, to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims, identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims by health care providers, and **PREVENTING, DETECTING AND SUPPRESSING FRAUD.**

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company listed in Part 2.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.tbc.ca/en/privacy-terminology.asp>

Name of Regulated Health Professional (please print)

Signature of Regulated Health Professional

Date (YYYY-MM-DD)

**Part 6
Injury and
Sequelae
Information**

Provide a description (list most significant first) and associated ICD-10-CA code for complaints, injuries and sequelae that are the direct result of the automobile accident (refer to the User manual at www.tbcinfo.ca for ICD-10-CA coding information).

Description	Code
Please refer to the extended injuries list attached to this document.	

**Part 7
Prior and
Concurrent
Conditions**

- a) Prior to the accident, did the applicant have any disease, condition or injury that could affect his/her response to treatment for the injuries identified in Part 6? (6)

☐ No ☐ Unknown ☐ Yes (please explain) (5)

- If Yes to "a" above, did the applicant undergo investigation or receive treatment for this disease, condition or injury in the past year?

☐ No ☐ Unknown ☐ Yes (please explain and identify provider, if known)

- b) Since the accident, has the applicant developed any other disease, condition or injury not related to the automobile accident that could affect his/her response to treatment for the injuries identified in Part 6?

☐ No ☐ Unknown ☐ Yes (please explain)

Send any attachments directly to the insurer

**Part 8
Activity
Limitations**

a) Does the applicant's impairment(s) from the injuries identified in Part 6 affect his/her ability to carry out his/her tasks of employment ☐ Not employed ☐ No ☒ Unknown ☐ Yes

His/her activities of normal life ☐ No ☐ Unknown ☒ Yes

b) If Yes to either of the questions above, briefly describe the activities limited by the impairment and their impacts on the applicant's ability to function.
Difficulty with prolonged sitting, standing positions. Continuous visual stress reproduces vestibular dysfunction.

c) If the applicant is unable to carry out pre-accident employment activity, is the employer able to provide suitable modified employment to the applicant?
☐ Not employed ☐ Yes ☒ Unknown ☐ No (please explain)

**Part 9
Plan Goals,
Outcome
Evaluation
Methods
and Barriers
to Recovery**

a) Goals:
(i) Identify the goal(s) in regard to the applicant's impairment(s), symptom(s) or pathology that this Treatment and Assessment Plan seeks to achieve:
☒ pain reduction ☒ increased range of motion
☐ increase in strength ☐ other(s)/not applicable (please specify):
and
(ii) Select the functional goal(s) that this Treatment and Assessment Plan seeks to achieve:
☒ return to activities of normal living ☒ return to pre-accident work activities
☒ return to modified work activities ☐ other(s)/not applicable (please specify):

b) Evaluation:
(i) How will progress on the goal(s) in a) (i) and a) (ii) be evaluated?
Clinical observation, testing and subjective interviews

(ii) "If this is a subsequent Treatment and Assessment Plan, what was the applicant's improvement at the end of the previous plan based on your evaluation method?"
NA

Send any attachments directly to the insurer

c) Barriers to recovery:
(i) Have you identified any other barriers to recovery? ☐ No ☒ Yes (please explain):
severity of findings on MRI and neurological involvement

(ii) "Do you have any recommendations and/or strategies to overcome these barriers?" ☐ No ☒ Yes (please explain):
vestibular rehab and ongoing treatment

d) Concurrent Treatment:
Are you aware if any concurrent treatment not included in this Treatment and Assessment Plan will be provided by any other provider?
☒ No ☐ Yes (please explain)

**Part 10
Signature of
Applicant**

Must be
completed unless
waived by insurer

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information about me that is related to my claims for accident benefits arising out of the accident referenced in this Treatment and Assessment Plan, and that all such information will be collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan prepared by my health care provider(s).

I ALSO UNDERSTAND that if I am the holder of an automobile insurance policy, you, and persons acting for you, will collect the information related to this claim that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information described above will be collected and used only as reasonably necessary for the purposes of:

- Investigating my claims and processing my claims as required by law, including the Ontario Automobile Policy
- Obtaining or verifying information relating to my claims in order to determine entitlement and the proper amount of payment
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with my claims
- Identifying and analyzing the nature and costs of goods and services that are provided to automobile accident victims by health care providers
- Preventing, detecting and suppressing fraud,
- Compiling anonymized statistics for government agencies, and
- Assessing underwriting risks and claims experience

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations, without my consent, and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers, insurance adjusters, agents and brokers; employers; health care providers; hospitals, accountants, financial advisors, solicitors, organizations that consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies, medical databases or registers used by the insurance industry to analyze and check information provided against existing information, and my agent or representatives as designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources and may analyze this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information related to this Treatment and Assessment Plan in the manner described above, even if more of such information than is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with my insurance company representative or independently seek legal advice before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information without my knowledge or consent.

I have reviewed and agree with this Treatment and Assessment Plan. I understand that payment for this Treatment and Assessment Plan is subject to the approval of the insurer.

In the event that my insurer does not agree to pay for all the goods and services contemplated in this Treatment and Assessment Plan, I understand that an examination may be required to determine my eligibility to the goods and services outlined in this Treatment and Assessment Plan.

In the event that an examination is requested, I authorize my insurer and my health care providers to give the person identified by the insurer the information required for the purposes of determining my eligibility to benefits.

As required by law, a copy of the examination report as well as the insurance company's determination will be sent to me.

Subject to the Statutory Accident Benefits Schedule, in those circumstances where prior approval is required, I understand that if I undertake or accept proposed services prior to approval by the insurer, I may be responsible for payment to my provider for any of the services rendered on my behalf.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation to an insurer under a contract of insurance.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood or other dishonest act, to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims, identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.ibc.ca/en/privacy-terminology.asp>

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company listed in Part 7.

Name of Applicant or Substitute Decision Maker (please print)

Kevin McLean

Signature of Applicant or Substitute Decision Maker

Date (YYYYMMDD)

20230406

Applicant Name: Kevin McLean	OCF-18	Policy Number: 001013511806	57
Provider Name: Manny Dhaliwal		Claim Number: 035325790 3	
Provider Fax: 416-981-8875		Date of Accident: 20220831	

Part 11 Health Care Providers

Provider Reference	1 Provider Type	Provider		Regulated (College Registration Number)	Unregulated (If applicable, or blank)	Hours/Week (If applicable)
		Last Name	First Name			
A	PT	Dhaliwal	Manny	11856		99.75
B						
C						
D						
E						
F						

Part 12 Proposed Goods or Services Requiring Insurer Approval

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan.

G/S Ref	Description	1 Code	1 Attribute	Provider Ref	Quantity	1 Measure	Cost	Total (Count)	Total Cost
1	Rehab Session	S22PR	IM	A	1	hr	99.75	26	2593.50
2	Initial MVA Assessment	27Z02			0.08	hr	215.00	1	215.00
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
Estimated duration of this Plan:					12	Weeks	Sub-Total	27	2808.50
*How many visits have you already provided:					10	*visits	Minus MOH		
Note: 1 Refer to the User Manual coding guidelines posted at www.hcainfo.ca							Minus Other Insurer 1+2		
Attributes codes are used to further qualify the service codes and are described in the manual							TAX (if applicable)		
Payment by auto insurer is secondary to available collateral benefits							Auto Insurer Total	2808.50	
Applicant or Substitute Decision Maker confirms consent to proposed goods and services									

*Please indicate any additional comments regarding proposed goods and services

Are there any attachments? ☐ Yes ☒ No
If Yes, how many? _____
Send any attachments directly to the insurer

Part 13 Signature of Insurer

☐ I waive the requirement of the Applicant's signature

I have reviewed this Treatment and Assessment Plan and based upon the information provided, I

☐ Approve this Treatment and Assessment Plan ☐ Partially approve ☐ Do not approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this Treatment and Assessment Plan, provide the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer will or will not pay.

Name of Adjuster (please print) _____ Signature of Adjuster _____ Date (YYYYMMDD) _____

To the insurer: Please provide a copy of this page to the applicant, the Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5

The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee should be billed to the insurer directly. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and other charges that have been approved and are payable under this Treatment and Assessment Plan.

Page 10 of 11

Return this form to:

Security National Insurance Company
304 The East Mall, Floor 6

Elobicoke
ON
M9B 6E2

**Treatment and Assessment Plan
(OCF-18)**

Use this form for accidents that occur on or after September 1, 2018, or 2019 - 23

**Claim Number	083325790-2
**Policy Number	007913515801
Date of Accident (YY-MM-DD)	2022-04-21

NOTE: A Treatment and Assessment Plan (OCF-18) is not required to make the following claims:

- ambulance or other goods or services provided for the injured person not more than 5 business days after the accident
- drugs prescribed by a regulated health professional
- denial goods or services (subtracted out of the plan's benefit)
- goods referenced in s. 15(1)(d), treatment of the injured person, up to \$250 or less per item
- goods and services referenced in s. 15(1)(e), treatment of the injured person, if the expense is essential for the payment of the claim and the insured person with a cost of \$250 or less per item

If this is an impairment that comes within the Minor Injury Guideline applicable to the accident (for accidents that occurred on or after September 1, 2018, or 2019 - 23) Treatment Confirmation Form is required instead of this form.

To the Applicant:

Please provide information for the completion of Parts 1 and 2 and 3. After your regulated health professional has reviewed your Treatment and Assessment Plan with you, sign Part 10 and initial Part 12.

Your regulated health professional complete all other parts of the form.

Collection, use and disclosure of this information are subject to all applicable privacy legislation. Additional disclosure and consent may be required depending on the manner in which the information is used and disclosed.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:

- *required if known
- **at least one field in this section
- ***optional

To the Regulated Health Professional/Facility:

To the extent possible, this Treatment and Assessment Plan should be signed and dated by the regulated health professional who provided the goods and services contemplated by the regulated health professional's signature.

A health practitioner (i.e., chiropractor, dentist, massage therapist, naturopath, therapist, optometrist, physician, physiotherapist, psychologist, speech therapist, pathologist) must sign Part 4.

Complete Part 6 based on your most recent examination of the injured person and return the form to the insurance company indicated in Part 7. If you are a health professional, you may use this form as a consent form.

Consent: It is the responsibility of regulated health professionals to ensure the collection, use and disclosure of information submitted and approved on this form, Ontario Claims Form 5 (OCF-5) *Prescription and Medical Services*, is used as a consent form.

**Part 1
Applicant
Information**

To be provided by the applicant

Date Of Birth (YYYY-MM-DD) 1983-03-25	Gender: ☒ Male ☐ Female	*Telephone Number 1(847) 513-1270
Last Name McLean		
First Name Kevin		**Middle Name
Address 410-775 King St W		
City Toronto	Province ON	Postal Code M5V 2K3

**Part 2
Insurance
Company
Information**

To be provided by the applicant

Insurance Company Name Security National Insurance Company		City or Town of Branch Office (if applicable) Elobicoke
*Adjuster Last Name [REDACTED]		*Adjuster First Name [REDACTED]
*Adjuster Telephone [REDACTED]	Extension [REDACTED]	*Adjuster Fax [REDACTED]
**Name of Policy Holder same as Applicant ☐ OR ☐		**Policy Holder Last Name [REDACTED]
		*Policy Holder First Name [REDACTED]

**Part 3
Other Insurance
Information**

To be completed by the regulated health professional referred to in Part 5 with information from the applicant

OTHER INSURANCE Is there other insurance coverage for any goods and services listed in this Treatment and Assessment Plan? I have made reasonable enquiries of the applicant and have determined that: ☒ No There is no other insurance coverage identified by these goods and services ☐ Yes There is other insurance coverage identified by these goods and services		
MOH	Is there Ministry of Health and Long-Term Care (MOH) coverage for any goods and services listed in this Treatment and Assessment Plan? ☐ Yes ☐ No ☐ Not applicable	
Other Insurer 1	*Other Insurer Name	*Other Insurance Plan Or Policy Number
	*Name of Plan Member	*Other Insurer's Identifier
Other Insurer 2	*Other Insurer Name	*Other Insurance Plan Or Policy Number
	*Name of Plan Member	*Other Insurer's Identifier

**Part 4
Signature of
Health
Practitioner**

Treatment and
Assessment
Plan Certification

(91) (12) (61)

Name of Health Practitioner		College Registration Number		You are a: ☐ Chiropractor ☐ Dentist ☐ Dietitian/Nutritionist ☐ Occupational Therapist ☐ Registered Nurse ☐ Physiotherapist ☒ Physician Assistant ☐ Podiatrist ☐ Speech-Language Pathologist ☐ Pathologist
Facility Name (if applicable) Ortho Neuro PhysioCare				
HCAI Facility Registry Number (if applicable)		FSCO Licence Number (if applicable)		
Service Address				
City		Province	Postal Code	
Telephone Number	Extension	Fax Number	Email Address	

For accidents that occur on or after September 1, 2010:

Is this impairment predominantly a minor injury as referred to in the Minor Injury Guideline applicable in this province? ☐ No ☒ Yes

If yes, select the applicable circumstance:

☐ Treatment under the Minor Injury Guideline has already been provided and additional treatment goods and/or services have not been provided within the limit.

☐ The applicant has a pre-existing medical condition that was documented by me or another health practitioner before the date of onset of this injury and the applicant is subject to the \$3,500 limit or subject to the \$3,500 limit and the applicant is not authorized under the Minor Injury Guideline. Please provide an explanation and provide compelling evidence to support this determination.

Send any attachments directly to me at [redacted]

(82)

(13)

(62)

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect business, personal and personal health information that is needed to determine the amount of accident benefits arising out of the accident referenced in this Treatment and Assessment Plan and that all such information will be collected from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan required by me.

I ALSO UNDERSTAND that as the health practitioner for the applicant, that you, and persons acting for you, will collect business, personal and personal health information provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary and with the purpose and consent of the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law, including the information needed to:
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the proper amount to be paid.
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the applicant's claims.
- Identifying and analysing the nature and costs of goods and services that are provided to automobile accident victims by health care providers.
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or persons, firms, associations, etc. Information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers, insurance adjusters, agents and brokers, employers, health care providers, hospitals, accountants, financial institutions, self-insured employers, etc. to consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies, the public and other registers used by the insurance industry to analyze and check information provided against existing information, and any agent or insurance company designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources, solely for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information relating to this Treatment and Assessment Plan in the approved and effect of the limited to information that is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with the insurance company representative or my legal counsel.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to a court of law without my consent.

I CONFIRM THAT, to the best of my knowledge, the information in this Treatment and Assessment Plan is accurate, has been reviewed with the applicant by the regulated health professional in Part 5, and the goods and services covered by this plan are necessary for the treatment and rehabilitation of the applicant for the injuries listed in Part 6.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation in connection with a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with the performance of their act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from an administrative penalty to a fine or imprisonment under the Provincial Offences Act.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone to defraud, attempt to defraud or conspire to defraud an insurance company. This information will be used for processing payments of claims, identifying and preventing fraud, effects and costs of goods and services that are provided to automobile accident victims, by health care providers. **PREVENTING, DETECTING AND SUPPRESSING FRAUD.**

To obtain further information about privacy related issues please contact the Privacy Officer for the insurance company.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit [terminology.asp](http://www.terminology.asp).

Name of Health Practitioner (please print):

Signature of Health Practitioner:

Date: 2020.04.04

2020.04.04

**Part 5
Signature of
Regulated
Health
Professional**

Treatment and
Assessment Plan
Preparation and
Supervision
If same person as
Part 4 check here
☒ and

**DO NOT
COMPLETE Part 5**

Name of Regulated Health Professional		College Registration Number	You are a ☐ Generalist ☐ Specialist ☐ Medical Practitioner ☐ Nurse ☐ Physiotherapist ☐ Occupational Therapist ☐ Dietitian ☐ Psychologist ☐ Speech-Language Pathologist ☐ Social Worker ☐ Other
Facility Name (if applicable)			
HCAI Facility Registry Number	FSCO Licence Number (if applicable)		
Service Address			
City	Province	Postal Code	
Telephone Number	*Extension	*Fax Number	
*Email Address			

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information that is related to the applicant's accident benefits arising out of the accident referenced in this Treatment and Assessment Plan, and that all such information will be collected only from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan, as required by law.

I ALSO UNDERSTAND that as the regulated health professional for the applicant that you, and persons acting for you, will collect information about the claim that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary, will be disclosed only as required for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law, including the collection of information;
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement to the payment of benefits;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the applicant's claims;
- Identifying and analysing the nature and costs of goods and services that are provided to insureds in connection with their claims;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations, and may use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers; insurance adjusters, agents and brokers; employers; health care providers; hospitals; accountants; financial institutions; other persons or organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other persons or organizations that use the registers used by the insurance industry to analyze and check information provided against existing information; and any other person or organization that is authorized by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other persons or organizations, and may use this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing this information related to this Treatment and Assessment Plan, and I understand that my consent is limited to information that is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with the insurance company, or its representative, at any time.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to other persons or organizations, and I consent.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement for the purpose of obtaining or attempting to obtain a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with this contract of insurance. A deceptive act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from administrative penalties to prosecution under the Provincial Offences Act.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone to defraud, attempt to defraud or conspire to defraud an insurance company. This information will be used for processing payments of claims, developing and analyzing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and **PREVENTING, DETECTING AND SUPPRESSING FRAUD.**

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company, or its representative.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud, please visit <http://www.fscs.gov.on.ca/terminology.asp>.

Name of Regulated Health Professional (please print)	Signature of Regulated Health Professional	Date of Signature
--	--	-------------------

**Part 6
Injury and
Sequelae
Information**

Provide a description (list most significant first) and associated ICD-10-CA code for complaints, injuries and sequelae that resulted from the automobile accident (refer to the user manual at <https://www.hsa.ca.ca> for ICD-10-CA coding information).

Description	Code
Spondylolisthesis	M 41.1
Lumbar and other intervertebral disc disorders with radiculopathy	M 51.1
Postconcussional syndrome	R 07.2
Disorders of vestibular function	H 61
Sprain and strain of sacroiliac joint	S 14.1
Other sprain and strain of cervical spine	S 13.1
Sprain and strain of thoracic spine	S 12.1
Sprain and strain of ribs and sternum	S 21.1
Sprain and strain of lumbar spine	S 11.1

**Part 7
Prior and
Concurrent
Conditions**

- a) Prior to the accident, did the applicant have any disease, condition or injury that could affect his/her response to treatment for the injuries identified in Part 6?
- ☐ No ☒ Unknown ☐ Yes (please explain)

If Yes to "a" above, did the applicant undergo investigation or receive treatment for this disease, condition or injury prior to the accident?

- ☐ No ☐ Unknown ☐ Yes (please explain and identify provider, if known)

- b) Since the accident, has the applicant developed any other disease, condition or injury not related to the injuries identified in Part 6?

- ☐ No ☒ Unknown ☐ Yes (please explain)

Send any attachments directly to the assessor.

**Part 8
Activity
Limitations**

- a) Does the applicant's impairment(s) from the injuries identified in Part 6 affect his/her ability to carry out:

His/her tasks of employment ☐ Not employed ☐ No ☒ Unknown ☐ Yes

His/her activities of normal life ☐ No ☐ Unknown ☒ Yes

- b) If Yes to either of the questions above, briefly describe the activities limited by the impairment and their impact on the applicant's ability to function.

Difficulty with prolonged sitting, standing positions. Continuous visual stress reproduces vestibular dysfunction.

- c) If the applicant is unable to carry out pre-accident employment activity, is the employer able to provide suitable modified employment to the applicant?

- ☐ Not employed ☐ Yes ☒ Unknown ☐ No (please explain)

**Part 9
Plan Goals,
Outcome
Evaluation
Methods and
Barriers to
Recovery**

Goals:

(i) Identify the goal(s) in regard to the applicant's impairment(s), symptom(s) or pathology that this Treatment and Assessment Plan seeks to achieve:

- | | |
|--|--|
| ☒ pain reduction | ☒ increased range of motion |
| ☐ increase in strength | ☐ other(s) not applicable (please specify): |

and

(ii) Select the functional goal(s) that this Treatment and Assessment Plan seeks to achieve:

- | | |
|---|--|
| ☒ return to activities of normal living | ☒ return to pre-accident work activities |
| ☒ return to modified work activities | ☐ other(s) not applicable (please specify): |

b) Evaluation:

(i) How will progress on the goal(s) in a (i) and a (ii) be evaluated?

Clinical observation, testing and subjective interviews

(ii) If this is a subsequent Treatment and Assessment Plan, what was the applicant's impairment at the time of the previous assessment?
evaluation method?

NA

Send any attachments directly to the reporter

c) Barriers to recovery:

(i) Have you identified any other barriers to recovery?

☐ No ☒ Yes (please explain):

severity of findings on MRI and neurological involvement

(ii) Do you have any recommendations and/or strategies to overcome these barriers?

☐ No ☒ Yes (please explain):

vestibular rehab and ongoing treatment

d) Concurrent Treatment:

Are you aware of any concurrent treatment that is not included in this Treatment and Assessment Plan and if so, please explain:

☒ No ☐ Yes (please explain):

**Part 10
Signature of
Applicant**

Must be completed
unless waived by
insurer

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information about me that is not otherwise required for accident benefits arising out of the accident referenced in this Treatment and Assessment Plan, and that all such information will be used for the purposes of me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan from my insurer and my provider(s).

I ALSO UNDERSTAND that if I am the holder of an automobile insurance policy, you, and persons acting for you, will collect this information from my insurer, and claim that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information described above will be collected and used only as reasonably necessary for the purposes of:

- Investigating my claims and processing my claims as required by law, including the Ontario Automobile Act;
- Obtaining or verifying information relating to my claims in order to determine entitlement and the proper amount of payment;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with my claims;
- Identifying and analyzing the nature and costs of goods and services that are provided to automobile accident victims by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or groups of persons, and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers, insurance adjusters, agents and brokers, employers, health care providers, hospitals, accountants, independent medical review organizations, consolidators, consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies, public bodies, or registers used by the insurance industry to analyze and check information provided against existing information, and the appropriate regulatory bodies designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other persons for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information related to this Treatment and Assessment Plan. This consent is given on the basis that such information then is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with my insurance company representative through whom I received this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to other persons without my consent.

I have reviewed and agree with this Treatment and Assessment Plan. I understand that payment for this Treatment and Assessment Plan is subject to the approval of the insurer.

In the event that my insurer does not agree to pay for all the goods and services contemplated in this Treatment and Assessment Plan, an examination or other examination may be required to determine my eligibility to the goods and services outlined in this Treatment and Assessment Plan.

In the event that an examination is requested, I authorize my insurer and my health care providers to give the person who requests the examination only such information relating to my health condition, treatment and rehabilitation received as a result of the accident for the purposes of determining my eligibility to benefits.

As required by law, a copy of the examination report as well as the insurance company's determination will be sent to me.

Subject to the Statutory Accident Benefits Schedule, in those circumstances where prior approval is required, I understand that I am responsible for payment of proposed services prior to approval by the insurer. I may be responsible for payment to my provider for any of the services provided before my approval.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or omission to an insurer under a contract of insurance.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone to knowingly collect, use or disclose information to defraud or attempt to defraud an insurance company. This information will be used for processing payments of benefits, which may include the effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud, please visit:
<http://www.ihc.ca/en/privacy-terminology.asp>

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company, below.

Name of Applicant or Substitute Decision Maker (please print)	Signature of Applicant or Substitute Decision Maker	Date of Signature
McLean, Kevin		2018-10-01

18 61

Applicant Name: McLean, Kevin	OCF-18	Policy Number: 2002-06-1
Provider Name: [REDACTED]		Claim Number: 2002-06-1
Provider Fax: [REDACTED]		Date of Accident: 2002-06-1

Part 11 Health Care Providers

Provider Reference	Provider Type	Provider		Regulated (College Registration Number)	Unregulated (Occupational License Number)	Other (Other License Number)
		Last Name	First Name			
A	PT	[REDACTED]	[REDACTED]	[REDACTED]		

Part 12 Proposed Goods or Services Requiring Insurer Approval

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan.

G/S Ref	Description	Code	Attribute	Provider Ref	Estimated			Projected	
					Quantity	Measure	Cost	Total Count	Total Cost
1	Physical rehabilitation	S ZZ PR		A	1.00	HR	100.00		
2	"Assessment (examination), total body"	2 ZZ 02		A	1.00	HR	100.00		
Estimated duration of this Plan:					12 weeks		Sub-total	2	200.00
*How many visits have you already provided:					10 visits			Minus MOH	
Note: Refer to the User Manual coding guidelines posted at http://www.healthcare.gov							Minus Other Insurer 1 + 2		
Attributes codes are used to further qualify the service codes and are described in the manual.							Tax (if applicable)		
Payment by auto insurer is secondary to available collateral benefits.							Auto Insurance Total		200.00
Applicant or Substitute Decision Maker confirms consent to proposed goods and services.									Initials:

*Please indicate any additional comments regarding proposed goods and services

Are there any attachments? ☐ Yes ☒ No

If Yes, how many? _____
Send any attachments directly to the insurer

Part 13 Signature of Insurer

☐ ***I waive the requirement of the Applicant's signature.

I have reviewed the Treatment and Assessment Plan and based upon the information provided I

☐ Approve his Treatment and Assessment Plan

☒ Partially approve

☐ Refuse to approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this form, provide an Approved or Partially Approved or Refused to Approve notice to the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer is responsible for payment.

Name of Adjuster (please print)

Signature of Adjuster

Agent's Print Name

Agent's Signature

To the Insurer: Please provide a copy of this page to the applicant. The Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5.

Note The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long Term Care. This fee should be billed to the appropriate agency. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and items requested. The fee is approved and is payable under this Treatment and Assessment Plan.

88

68

THIS IS EXHIBIT ¹¹⁰¹¹ REFERRED TO IN THE
AFFIDAVIT OF ^{Vincent A. McLean}
AFFIRMED BEFORE ME, THIS ^{9th} DAY
OF ^{August} 20²¹
.....
.....
..... JNER, ETC.

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com



TD Insurance

39

55

19

69

Security National
Insurance Company
101 McNabb Street
2nd Floor
Markham, Ontario
L3R 4H8
T.: 1 877-855-3767
www.melochemonincx.com

April 20, 2023

KEVIN MCLEAN
775 KING ST W SUITE 410
TORONTO, ON M5V 2K3

Insured(s): Nicole Artopoulos and BMW Financial Services Canada A Division of BMW Canada INC
Claim No.: 035325790-3
Date of Loss: 2022-08-31
Claimant: Kevin Mclean

Dear Sir:

Thank you for submitting the Treatment and Assessment Plan (OCF-18) prepared by prepared by Ortho Neuro Physiocare and dated April 6, 2023. We have reviewed the recommendations and are approving the following items:

- Physical rehabilitation in the amount of \$1995.00
- Assessment (examination), total body in the amount of \$85.37

We do not agree to pay for any of the following goods, services and/or assessments for medical reasons and all other reasons known as of the date of this notice as follows:

- Physical rehabilitation in the amount of \$598.50
- Assessment (examination), total body in the amount of \$129.43

To date we have received no further information, despite our s33 request for clinical notes and records, that the proposed goods and services are reasonable, necessary and/or essential to your recovery from your accident-related impairments. Currently, there is no medical evidence to support that the proposed goods and services are essential to your ongoing treatment / rehabilitation. In effort to obtain a holistic view of your impairments we require in-person assessments.

Your claim remains subject to the Medical and Rehabilitation limit of \$3,500. The amount of treatment, goods and services that has been approved to date is \$3,500.

In order to determine if you suffer from an impairment that comes within the above Guideline, the Treatment Plan (OCF-18) will be reviewed by an assessor(s) chosen by the insurer. A notice will follow under a separate cover with further information regarding the particulars of the examination including the date, time and location.

If you fail or refuse to participate in the examination, we will make a determination that you are not entitled to any of the goods, services and/or assessments described in the Treatment and Assessment Plan (OCF-18).

(see reverse)

(556) (24) 10

(90)

YOUR RIGHT TO DISPUTE THE INSURANCE COMPANY'S DETERMINATION OF YOUR CLAIM FOR STATUTORY ACCIDENT BENEFITS

Under the *Insurance Act*, if your claim for statutory accident benefits has been reduced or denied by your insurance company, you have a right to dispute your insurance company's determination.

If you do not agree with the insurance company's decision you may file an application with the Licence Appeal Tribunal (LAT) – Automobile Accident Benefits Service (AABS) within 2 years of the date of reduction or denial.

WARNING: TWO YEAR TIME LIMIT

You have **TWO YEARS** from the date of your insurance company's refusal to pay, or reduction of a benefit, to file an application with the Licence Appeal Tribunal – Automobile Accident Benefits Service. If you do not apply within two years, you will lose the right to dispute the determination.

Your insurance company may have an internal complaint review system. While you are encouraged to work with your insurance company to settle your complaint, be warned that it does not extend the two-year time limit to make your claim.

HOW TO FILE AN APPLICATION TO THE LICENCE APPEAL TRIBUNAL - AUTOMOBILE ACCIDENT BENEFITS SERVICE

To file an application you must complete the following steps:

1. Complete an AABS Application by an Injured Person (the "application");
2. Send a copy of the application to the insurance company (this is called 'serving' the other party);
3. Complete an AABS Certificate of Service to explain how you have sent the copy of the application to the other party; and
4. Submit the completed application and the Certificate of Service to AABS and pay the AABS application fee.

Forms

The forms can be downloaded and can be filled in on a computer or by hand. For more information on forms and serving documents please visit <http://www.slatto.gov.on.ca/en/AABS/Pages/Forms.aspx>

If you need a paper copy or if you have questions about the forms or process, please call AABS at 416-314-4260 from the Toronto calling area, or toll-free at 1-800-255-2214.

Fee

The fee to file an application with AABS is \$106.00. This payment can be made by cheque or credit card when you submit the forms. The \$106.00 fee is non-refundable once AABS has confirmed that it can proceed with your claim.

How to Submit Your Application

BY MAIL:

Automobile Accident Benefits Service
Licence Appeal Tribunal
77 Wellesley St. W.
Box 250
Toronto, ON, M7A1N3
Attention: Registrar

BY FAX: (416) 314-4270 or 1-800-720-5292 (toll free)

IN PERSON:

You may bring your completed application to the AABS office at 20 Dundas Street West, 5th floor, Suite 530, Toronto, ON M5G 2C2. It is located at the northwest corner of Yonge and Dundas Streets above the Dundas subway station.

Hours of Operation: AABS' hours of operation are Monday to Friday, 8:30 a.m. to 5:00 p.m.

91 557 21 11

Applicant Name: McLean, Kevin	OCF-18	Policy Number: 001013511806
Provider Name: Dhallwaj, Manginder		Claim Number: 036325790-3
Provider Fax:		Date of Accident: 2022-08-31

**Part 11
Health Care
Providers**

Provider Reference	Provider Type	Provider		Regulated (College Registration Number)	Unregulated (if applicable, or blank)	Hourly Rate (if applicable)
		Last Name	First Name			
A	PT	Dhallwaj	Manginder	11865		

**Part 12
Proposed
Goods or
Services
Requiring
Insurer
Approval**

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan.

G/S Ref	Description	Code	Attribute	Provider Ref	Estimated			Projected	
					Quantity	Measure	Cost	Total Count	Total Cost
1	Physical rehabilitation	9.ZZ.PR		A	1.00	HR	99.75	28	2593.50
2	*Assessment (examination), total body*	2.ZZ.02		A	1.00	HR	215.00	1	215.00
Estimated duration of this Plan:					12 Weeks		Sub-total:	27	2808.50
*How many visits have you already provided:					10 *visits			Minus MOH:	0.00
*Refer to the User Manual coding guidelines posted at http://www.hcsc.ca .								Minus Other Ministry 1 * 2:	0.00
Attribute codes are used to further qualify the service codes and are described in the manual.								Tax (if applicable):	0.00
Payment by auto insurer is secondary to available collateral benefits.								Auto Insurer Total:	2808.50
Applicant or Substitute Decision Maker confirms consent to proposed goods and services:									Initials:
*Please indicate any additional comments regarding proposed goods and services:									
Are there any attachments? ☒ Yes ☒ No									
If Yes, how many? _____									
Send any attachments directly to the insurer									

**Part 13
Signature of
Insurer**

☒ I waive the requirement of the Applicant's signature.

I have reviewed the Treatment and Assessment Plan and based upon the information provided, I:

☒ Approve this Treatment and Assessment Plan ☒ Partially approve ☐ Do not approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this Treatment and Assessment Plan, give the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer will or will not pay.

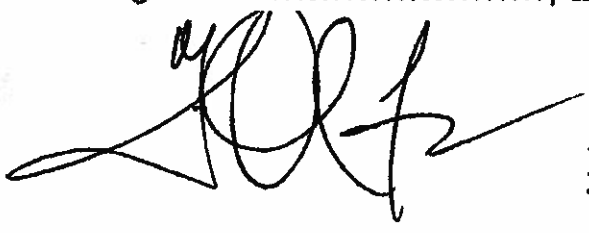
Name of Adjuster (please print) Nurse, Aisha-Anne	Signature of Adjuster K.L.W. As per A. Nurse	Date (YYYY-MM-DD) 2023-04-20
--	--	---------------------------------

To the Insurer: Please provide a copy of this page to the applicant, the Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5.

Note: The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee should be billed to the insurer directly. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and other charges that have been approved and are payable under this Treatment and Assessment Plan.

92

92

THIS IS EXHIBIT ^{KPII}..... REFERRED TO IN THE
AFFIDAVIT OF *Kevin N. McLean*
AFFIRMED BEFORE ME, THIS ^{Ch}..... DAY
OF ^{August}....., 20²⁴.....
..... 
..... JNER, ETC.

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com

22 13



Kevin McLean <mcleansniclat@gmail.com>

Dhaliwal OCF-18 - formal demand - no record of any payment to TONP

4 messages

Kevin McLean <mcleansniclat@gmail.com>

Wed, Aug 7, 2024 at 4:33 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 7, 2024

To:

Security National Insurance Company [i]

Attention: known adjusters or claims advisors for SNIC since my Date Of Loss**Re: no record of any payment from SNIC to Mr. Dhaliwal, PT of TONP pursuant to the Dhaliwal OCF-18 (April 6, 2023)**

Dear Mesdames:

1. After much investigation, I write to confirm that there is no record of any payment from SNIC to TONP for the Dhaliwal OCF-18. I again confirm that there is also no record of any physiotherapist and myself receiving any copy of the OCF-18, Part 13 with a valid, legal and authorized signature of Ms. Nurse therein. Therefore, pursuant to SABS, with specific reference to section 38(8) and (11), 66 and 67, SNIC (or the First Insurer [ii]) is liable for the full amount of the Dhaliwal OCF-18 which is the sum of \$2808.50. As no payments have been received by TONP or the successor in interest physiotherapy company Rehab Mechanics and Rehab Mechanics performed services that were to be covered therein, SNIC is apparently (or whomever is located at the East Mall Address and/or with the 416 Fax Number) liable for the full amount of the \$2808.50.
2. Moreover, SNIC or whomever SNIC has been pretending to be with a different fax number, not its fax number for the address in my signed OCF-18, and a different address of the East Mall Address in Etobicoke, which was and is not SNIC's, is liable for interest pursuant to section 51 of SABS from the time the Dhaliwal OCF-18 was received until the time of its payment. Kindly ensure that said amount is paid in addition to the \$2808.50 and that will be to Rehab Mechanics.
3. While SNIC or whomever SNIC, as known to SNIC, is masquerading to be is required to pay the full amount of the Dhaliwal OCF-18, if SNIC (or perhaps a different insurance company who was located at the East Mall Address denoted in the Dhaliwal OCF-18 HCAI submitted version (the "Dhaliwal OCF-18 HCAI Version")) SNIC may take the position that it did approve the sum of slightly over \$2,000. Again, this amount will be required to be paid by SNIC if it is consistent with its representations. Again, the branch office is an "if applicable category" and it is some individual known to you and SNIC that did so in a misleading and deceptive manner. However, I have learned that we must keep consistency with the same. Since Rehab Mechanics has not issued an invoice thereunder, an invoice will be tendered to you and the SABS interest will be calculated in this regard as well for your edification. However, the approximate amount of \$2808.50 at 1 percent compounded monthly over the span 15 months will be approximately \$450 to \$500. Simple interest at 1 percent per month is \$420 (approximately).

4. I note that Mr. Karat (SNIC) and Mr. Nieuwland (TDGIC) could not precisely account for the sums paid to me which they said was \$2850. This number was invariably incorrect but if they were referring to the \$1,000 (approximately) approved in the Forged Nurse Signature document (defined as the "Forged Nurse Signature OCF-18 Part 13") and three weeks at \$100 (approximately per week) for physio sessions, then some of those sessions therein were with Rehab Mechanics. Hence, I have confirmed externally that Rehab Mechanics, by virtue of no payment tendered or received (which I speculate was for other reasons but not relevant per se in this demand) by SNIC (as it is the only insurer named therein) to TONP will be the sole recipient of the full amount plus SABS interest (see: section 51) for said amount.

5. At the very least, SNIC (or whomever is the insurance company that was located at East Mall Address (improperly delegated, assigned or transferred to the insurance company at that address by SNIC) and had the 416 Fax Number at the material times)) or a representative for that insurance company will be required to explain the amounts that are paid which at a minimum is \$2,000 for the physiotherapy sessions (x 20). I also note that it was impossible to have only paid \$85.87 of the \$215 for the full body assessment.

6. Kindly revert back by no later than end of business day tomorrow to confirm that which insurer is liable (known to SNIC) has tendered payment for the same to the payee in Rehab Mechanics. If SNIC or any payor insurer differs with the above, kindly provide me with a copy of cheque that was sent to TONP and for the amount. However, I will again there is NO record of any payment sent or received by TONP (or Rehab Mechanics) pursuant to the Dhaliwal OCF-18. Kindly also provide me with the name of the signatory for the "As Per A Nurse" printed language therein. Otherwise, I will presume the signature was manipulated and unauthorized on her behalf and the payee of Rehab Mechanics will receive the full amount of the Dhaliwal OCF-18 plus SABS interest. As I am liable for the same, I have a vested and direct interest in these sums being paid.

7. I will supplement this with attachments in this thread and then provide a copy to the relevant persons so they have a record of the same.

[i] Solely referenced by the name in the Dhaliwal OCF-18 HCAI submission which was obtained this week from HCAI through a PIPEDA request

[ii] Whomever received the Completed Application to the 416 Fax Number

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): MCLEANSNICLAT@GMAIL.COM; (address for service in the LAT proceeding with file number 23-015662/AABS (the "LAT Proceeding" or "McLean Proceeding"); address for communications between Appellant and SNIC pursuant to, by way of consent between SNIC and Appellant, the Email Communication Protocol (January 23 2024)) and the Appellant and TDHA via the Appellant's consent given to TDHA for exclusive email communications)

Disclaimer

The contents of this email, and its attachments are confidential, solely for the specified purposes above and intended for the recipient specified in message only; and this email may have been created using voice recognition software for assistance from third parties due to the Appellant's Disability and the author reserves the right to correct any spelling grammar and syntax upon further review (emails may be sent with 'scheduled send')

8/8/24, 6:49 PM

Gmail - Dhaliwal OCF-18 - formal demand - no record of any payment to TONP

Reservation of Rights in fact and at law: consistent with previous and continued objections by Mr. McLean ("Claimant" or "Appellant"), the Appellant has not, is not and will not consent to any unauthorized collection, use or access ("UNA CUA") or disclosure ("UNA Disclosure") of his PII, PHI, or SPI (collectively, "Confidential Information" or "CI") that is inconsistent with any pre-printed and unalterable language in the OCF documents that he signed (and any OCF documents dually signed by physicians and health care practitioners) and delivered via fax to the First Insurer at the fax number of 416-774-3120 (the "416 Fax Number") and received by the First Insurer at the 416 Fax Number (or information submitted, on behalf of the Claimant or Appellant, through HCAI to the Insurer that was represented to the Appellant's health care practitioners as located [sic] at the East Mall Address)

Relevant particulars: **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** Security National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019. **Insured Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario. **Police File Number (North York Reporting Collision Centre) (see: affidavit #3);** and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3") (and any known and unknown fictitious TD claim numbers fictitious "exposure number" (4) (as opposed to the number "5") between the second digit "3" and fourth digit "3": 034325790-03 ("Fictitious TD Claim Number")

Kevin McLean <mcleansniclat@gmail.com>

Wed, Aug 7, 2024 at 4:59 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 7, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

As promised, I write regarding the above with some of the relevant attachments. I now attach the following:

1. The Dhaliwal OCF-18 signed by myself and Mr. Dhaliwal;
2. The Dhaliwal OCF-18 HCAI submitted version (obtained yesterday); and
3. The Forged Nurse Signature OCF-18, Part 13, purportedly from April 20, 2023 which I received in the mail some time after.

Thank you for your attention to these issues herein and your anticipated full compliance with SABS and Reg 283.

To the extent that the First Insurer was the only insurance company denoted at the East Mall Address (TDHA; see: pictorial images provided from Sunday, August 5, 2024) and the 416 Fax Number (TDHA (see: Ontario Business Directory which listed TDHA as having the 416 Fax Number), please forward a copy of the same to TDHA for its payment of the full amount in the Dhaliwal OCF-18 plus SABS interest.

The payee is Rehab Mechanics for the same.

The failure to pay even the alleged or purportedly approved amounts in the Forged Nurse Signature OCF-18 Part 13 is, in my view, indicative of TDHA being the First Insurer. I will have further emails to follow to ensure that is "papered" and for "record keeping purposes" to ensure that SABS and Reg 283 are followed.

While I cannot seek Reg 664 amounts against TDHA at this time, then if SNIC is taking the position that it was the First Insurer, which is impossible considering the 416 Fax Number and the East Mall Address, then it will have to pay the Reg 664 amounts in order to stop the amounts from accruing - whether on its own behalf or for another for later reconciliation.

I remind SNIC of its fiduciary duties as being the solely named counterparty in the Insurance Contract and Insurance Policy.

8/8/24, 6:49 PM

Thank you.

Gmail - Dhaliwal OCF-18 - formal demand - no record of any payment to TONP

25 78

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

3 attachments

 23040603063-OCF18_from HCAI_redacted for names other than Kevin McLean.pdf
266K

 Kevin McLean OCF-18_Manny Dhaliwal_PT.pdf
4416K

 Rehab Benefits-Dhaliwal-Forged Nurse Signature.pdf
238K

Kevin McLean <mcleansniclat@gmail.com>

Wed, Aug 7, 2024 at 5:31 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I also, to ensure that the relevant and current evidence from the East Mall Address is contained in this thread for any persons that I am entitled to disclose the same to for lawful reasons, attach the pictorial evidence that I obtained on August 5, 2024.

I confirm the emails sent are contained therein and it commences with Tab 22. Thank you.
Warm regards,

Mr. Kevin A. McLean (B.A. (MCL), J.D., CIM)

[Quoted text hidden]

 AR_NOM_14_Tab 22_East Mall Address_TDHA.pdf
6574K

Kevin McLean <mcleansniclat@gmail.com>

Thu, Aug 8, 2024 at 6:39 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 8, 2024 (after five p.m.)

Dear Sirs/Mesdames:

1. I write to confirm, out of an abundance of caution, that I have not received any response to the above. I will exercise my lawful rights accordingly to ensure, inter alia, that all accounting, taxation and record keeping are current and in order. When referencing "approved", I reserve all of my rights in fact and at law regarding the failure of Ms. Nurse to sign the OCF-18, Part 13 and said form remains incomplete and not in accordance with SABS (see: ss. 38(8) and (11), and section 66 and 67 of SABS). There is no dispute that an OCF-18 is for NON-MIG impairments. The OCF-23 is for impairments within the range of MIG.

2. I confirm as of today's date that I have only received the sum to my Beneficiary Bank Account of \$1499.98 which is comprised of various payments under enumerated ground #1:

- a. \$1419.98 in medical/rehab benefits by way of indemnification with the name of "Security National Insurance Comp..."; and
- b. \$80, by way of indemnification to me, for my payment for the completion and signature by an Ontario medical doctor for my OCF-3 (November 3, 2022).

3. While I have consistently asked for not only an accounting of the sums paid to me but on my behalf to my health care practitioners in Mr. Dhaliwal, PT. of TONP and Mr. Attwala, PT. of Rehab Mechanics, along with the current fax number of SNIC at SNIC Markham and an explanation for the East Mall Address, I have not received any response whatsoever.

4. As such, I now formally hereby confirm that no payments under the "partial approval" by the purported signature of Ms. Alisha-Anne Nurse ("Ms. Nurse"), claims advisor of SNIC under TD Claim #3 on April 20, 2023, were ever made by the correct and proper insurer (see: SABS and Reg 283) and none were received by TONP and/or Rehab Mechanics. At the very least, the payments of \$1995.00 and \$85.87 were required to be paid in April 2023.

5. While one Mr. Karat (ADR Specialist) for SNIC represented that \$2850 had been paid, which mathematically had some logic (i.e. \$1,000 by way of ten visits in the Dhaliwal OCF-18 plus three more visits after April 6, 2023 (i.e. somewhere shortly after April 20, 2023)) albeit not with Mr. Dhaliwal, PT per se but approved under the Dhaliwal OCF-18 up to 20 visits, and then potentially a misguided transfer fee of \$50 from TONP to Rehab Mechanics for the transfer therein).

6. The language in SABS is unequivocal in that once the insurer approves, which is the agreement to pay for, it cannot be rescinded per se. Therefore, even if the amount of \$1350 was paid to TONP, which there is no record of, then the sum of \$700 (approximately) would still be remaining (as the transfer fee is not included). However, since neither myself nor any of the physiotherapists (previous or current) have any record of that payment for \$1,350, then it is my position that the sum due and owing, if we follow the exact amounts in the purported Nurse OCF-18 component, then the sum of \$1995.00 has been due and owing since the approval on April 20, 2023. Further, the sum of the \$85.87 has been due and owing since the same time.

7. While I have wrestled with the notion, as this is liability for me until it is paid in accordance with the law and as represented on letterhead of TDIMM (SNIC), of instructing my physiotherapist to seek the full amount in the Dhaliwal OCF-18, I will for these purposes confirm that I will follow what is in HCAI with respect to name, address et al along with the amounts therein. This is solely for accounting and record keeping purposes so they are consistent for the time being.

8. After that amount is paid, we can deal with the reconciliation of other amounts and more technical issues of law. However, the issue herein is a simple one: certain amounts were purportedly approved and not paid. They must be paid with SABS interest.

9. I have brought all of the above to the attention of the relevant persons as soon as I became aware and it operates irrespective and independently of any other issues.

10. I reserve all of my rights in fact and at law and the I note this will require the correct and proper insurer at the relevant address denoted therein to pay SABS interest to Rehab Mechanics as it bought out the business of TONP and therefore acquired the assets and liabilities. In this regard, this is unequivocally an asset (account payable) to Rehab Mechanics. Kindly do so forthwith.

Appendix**SABS****Section 38(8) and (11)**

(8) Within 10 business days after it receives 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 of the other reasons why the insurer considers any goods, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary. O. Reg. 34/10, s. 38 (8); O. Reg. 14/13, s. 5.

(11) If the insurer fails to give a notice in accordance with subsection (8) in connection with a treatment and assessment plan, the following rules apply:

1. The insurer is prohibited from taking the position that the insured person has an impairment to which the Minor Injury Guideline applies.
2. The insurer shall pay for all goods, services, assessments and examinations described in the treatment and assessment plan that relate to the period starting on the 11th business day after the day the insurer received the application and ending on the day the insurer gives a notice described in subsection (8). O. Reg. 34/10, s. 38 (11).

Forms

66. Each of the following documents shall be in a form approved by the Chief Executive Officer:

1. An application form referred to in clause 32 (2) (a).
2. A disability certificate under section 21, 36 or 37.
3. A notice under section 35.
4. A treatment and assessment plan referred to in section 38.
5. A treatment confirmation form under section 40.
6. A notice under subsection 40 (3).
7. An application for attendant care benefits under section 42 (Assessment of Attendant Care Needs).
8. An application under subsection 45 (1).
9. An invoice in respect of an expense for goods or services specified in a Guideline applicable for the purposes of section 49. O. Reg. 34/10, s. 66; O. Reg. 123/19, s. 9.

When form is considered completed

67. (1) Any document that is required by section 66 to be in a form approved by the Chief Executive Officer and to which subsection 64 (7) applies and any other document specified in a Guideline applicable for the purposes of this section is duly completed and includes all information required by this Regulation to be included in it if,

8/8/24, 8:49 PM

Gmail - Dhaliwal OCF-18 - formal demand - no record of any payment to TONP

28 49

(a) every field not identified on the form as an optional field is completed in accordance with subsection (2); and

(b) if any field on the form that is identified as an optional field is completed, it is completed in accordance with subsection (2). O. Reg. 34/10, s. 67 (1); O. Reg. 123/19, s. 9.

(2) If the form specifies the manner or the format in which a field is to be completed, completion of the field shall be in that manner and in that format. O. Reg. 34/10, s. 67 (2).

Warm regards,

Mr. Kevin A. McLean (B.A. (MCL.), J.D., CIM)

[Quoted text hidden]

21 80

 Gmail

Kevin McLean <mcleansniclat@gmail.com>

Further request - correct and proper fax number for SNIC at SNIC Markham (denoted in documents delivered to me in 2022 and 2023 – including the SNIC Response (January 25, 2024))

2 messages

Kevin McLean <mcleansniclat@gmail.com>

Thu, Aug 8, 2024 at 8:01 AM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 8, 2024

Re: further request - correct and proper fax number for SNIC at SNIC Markham (denoted in documents delivered to me in 2022 and 2023 – including the SNIC Response (January 25, 2024))

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt my previous definitions and they have the same meaning herein as they do therein.
2. Would you kindly provide the correct fax number for SNIC at the McNabb Building? I have repeatedly asked for the same in light of the 416 Fax Number not being the correct fax number for SNIC at SNIC Markham. I note the below from the TD Insurance website.
3. I require the same for a variety of self-evident purposes which I may particularize at a later date. In the interim, it is required for, inter alia, any and all HCAI submissions so that the correct insurer with correct fax number is included therein. I refer to such information which is not auto-populated.
4. If you do not provide me with the proper (see: below) fax number by the end of the business day, I shall presume that the 416 Fax Number (see: 416-774-3120) was (and is) the fax number of TD Hong And Auto Insurance Company ("TDHA"). Kindly confirm the same so I can formally amend my records.
5. I understand that Ms. Michie's name has auto-populated in the HCAI terminal for SNIC albeit at the East Mall Address (Etobicoke) which only has public records that denote the same as being the address for TDHA at relevant times historically.
6. I remind SNIC of its duties of good faith and fiduciary duties as the underwriter in the Insurance Policy and Insurance Contract. The fiduciary duties for SNIC to me remain until any and all issues are concluded between myself and SNIC, and generally involving the Accident.
7. If you do not provide the same to me by the end of the business day, as it is long overdue, I reserve the right to draw SNIC's failures to the attention of the FSRA and HCAI. In relation to the latter, HCAI requires all participants to demonstrate honesty, good faith and precision, and certainly the correction of errors on an immediate basis.
8. I reserve the right to draw this correspondence to the attention of any other persons who are entitled to receive the same and then discharge their duties as it relates to the same.
9. Should any of the above be unclear, kindly advise forthwith. Otherwise, I shall presume all is sufficiently clear and capable of a response by SNIC.

8/8/24, 6:50 PM

(101) Email - Further request - correct and proper fax number for SNIC at SNIC Markham (denoted in documents delivered to me in 2022)

10. I will continue to honour the Email Communication Protocol and particularly in light of some of the above issues. However, I may wish to send confirmatory faxes to the manager, directors and officers of SNIC at SNIC Markham.
11. I confirm that I do not have any policy related requests or policy modification questions. If you are unwilling to reply and provide the fax number for SNIC at SNIC Markham, kindly provide me with the email to your managers or supervisors.
12. Thank you for your attention to the above. Thank you in advance for your anticipated compliance.

Appendix

<https://tdinsurance.intelliresponse.com/en/index.jsp?requestType=NormalRequest&source=4&id=1464&question=At+what+fax+number+can+I+reach+TD+Insurance+Meloché Monnex>

What is the fax number for TD Insurance?

Unless otherwise instructed, we encourage you to communicate with us online through secure chat or messaging on TD MyInsurance, or to call us.

As we have numerous offices across the country, typically our Insurance or Claims Advisors will provide you with the proper fax number to ensure your documents are received in a timely fashion. For any policy related requests, you can find the fax number of the supporting office on your policy documents such as a renewal or policy modification package.

We recommend that you verify the proper fax number with one of our Advisors before sending any information sensitive or otherwise.

Yours truly,

Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): **MCLEANSNICLAT@GMAIL.COM**; (address for service in the LAT proceeding with file number 23-01563-0001 (the "LAT Proceeding" or "McLean Proceeding"); address for communications between Appellant and SNIC pursuant to, by way of consent between SNIC and Appellant, the Email Communication Protocol (January 20, 2024)) and the Appellant and TDHA via the Appellant's consent given to TDHA for exclusive email communications)

Disclaimer

The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipient specified in message only; and this email may have been created using voice recognition software for assistance from third parties due to the Appellant's Disability and the author reserves the right to correct any spelling, grammar and syntax upon further review (emails may be sent with 'scheduled send')

Reservation of rights in fact and at law: consistent with previous and continued objections by Mr. McLean ("Claimant" or "Appellant"), the Appellant has not, is not and will not consent to any unauthorized collection, use or access ("UNA CUA") or disclosure ("UNA Disclosure") of his PII, PHI, or SPI (collectively, "Confidential Information" or "CI") that is inconsistent with any pre-printed and unalterable language in the OCF documents that he signed (and any OCF documents dually signed by physicians and health care practitioners) and delivered via fax to the First Insurer at the fax number of 416-774-3120 (the "416 Fax Number") and received by the First Insurer at the 416 Fax Number (or information submitted, on behalf of the Claimant or Appellant, through HCAI to the Insurer that was represented to the Appellant's health care practitioners as located [sic] at the East Mall Address)

Relevant particulars: **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc ; **Underwriter/Insurer:** Security National Insurance Company; **Named Insureds:** BMW Financial Services Inc (A Division of BMW Canada Inc.), and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019. **Insured**

8/8/24, 6:50 PM

Gmail - Further request - correct and proper fax number for SNIC at SNIC Markham (denoted in documents delivered to me on 8/8/24)

Person/Appellant: Mr. Kevin A. McLean (B.A., J.D., CIM) ("Antopoulos Spouse"), Date of Loss August 31, 2022 ("DOL"); Location of Loss: Spadina Road (between Health Rd and St. Clair Avenue) Toronto, Ontario; Police File Number (North York Reporting Collision Centre) (see: affidavit #3); and TD Insurance Claim #: 035325790-3 (TD Claim #3) (and any known and unknown fictitious TD claim numbers fictitious "exposure number" (4) (as opposed to the number "5") between the second digit "3" and fourth digit "3" 034325790-03 ("Fictitious TD Claim Number")

Kevin McLean <mcleansniclat@gmail.com>

Thu Aug 8, 2024 at 6:40 PM

To: alisha.anne@tdinsurance.com, "Persaud, Carol" <carol.persaud@tdinsurance.com>, bev.michie@tdinsurance.com

August 8, 2024 (after five p.m.)

Dear Sirs/Mesdames:

1. I write to confirm, out of an abundance of caution, that I have not received any response to the above. I will exercise my lawful rights accordingly to ensure, inter alia, that all accounting, taxation and record keeping are current and in order. When referencing "approved", I reserve all of my rights in fact and at law regarding the failure of Ms. Nurse to sign the OCF-18, Part 13 and said form remains incomplete and not in accordance with SABS (see: ss. 38(8) and (11), and section 65 and 67 of SABS). There is no dispute that an OCF-18 is for NON-MIG impairments. The OCF-23 is for impairments within the range of MIG.
2. I confirm as of today's date that I have only received the sum to my Beneficiary Bank Account of \$1499.98 which is comprised of various payments under enumerated ground #1:
 - a. \$1419.98 in medical/rehab benefits by way of indemnification with the name of "Secur National Insurance Comp..."; and
 - b. \$80, by way of indemnification to me, for my payment for the completion and signature by an Ontario medical doctor for my OCF-3 (November 3, 2022).
3. While I have consistently asked for not only an accounting of the sums paid to me but on my behalf to my health care practitioners in Mr. Dhaliwal, PT, of TONP and Mr. Anwar, PT, of Rehab Mechanics, along with the current fax number of SNIC at SNIC Markham and an explanation for the East Mall Address, I have not received any response whatsoever.
4. As such, I now formally hereby confirm that no payments under the "partial approval" by the purported signature of Ms. Alisha-Anne Nurse ("Ms. Nurse"), claims advisor of SNIC under TD Claim #3 on April 20, 2023, were ever made by the correct and proper insurer (see: SABS and Reg 283) and none were received by TONP and/or Rehab Mechanics. At the very least, the payments of \$1995.00 and \$85.87 were required to be paid in April 2023.
5. While one Mr. Karat (ADR Specialist) for SNIC represented that \$2850 had been paid, which mathematically had some logic (i.e. \$1,000 by way of ten visits in the Dhaliwal OCF-18 plus three more visits after April 6, 2023 (i.e. somewhere shortly after April 20, 2023)) albeit not with Mr. Dhaliwal, PT per se but approved under the Dhaliwal OCF-18 up to 20 visits, and then potentially a misguided transfer fee of \$50 from TONP to Rehab Mechanics for the transfer therein).
6. The language in SABS is unequivocal in that once the insurer approves, which is the agreement to pay for, it cannot be rescinded per se. Therefore, even if the amount of \$1350 was paid to TONP, which there is no record of, then the sum of \$700 (approximately) would still be remaining (as the transfer fee is not included). However, since neither myself nor any of the physiotherapists (previous or current) have any record of that payment for \$1,350, then it is my position that the sum due and owing, if we follow the exact amounts in the purported Nurse OCF-18 component, then the

sum of \$1995.00 has been due and owing since the approval on April 20, 2023. Further, the sum of the \$85.87 has been due and owing since the same time.

7. While I have wrestled with the notion, as this is a liability for me until it is paid in accordance with the law and as represented on letterhead of TDIMM (SNIC), of instructing my physiotherapist to seek the full amount in the Dhaliwal OCF-18, I will for these purposes confirm that I will follow what is in HCAI with respect to name, address et al along with the amounts therein. This is solely for accounting and record keeping purposes so they are consistent for the time being.

8. After that amount is paid, we can deal with the reconciliation of other amounts and any technical issues of law. However, the issue herein is a simple one: certain amounts were purportedly approved and not paid. They must be paid with SABS interest.

9. I have brought all of the above to the attention of the relevant persons as soon as I became aware and it operates irrespective and independently of any other issues.

10. I reserve all of my rights in fact and at law and the I note this will require the correct and proper insurer at the relevant address denoted therein to pay SABS interest to Rehab Mechanics as I bought out the business of TONP and therefore acquired the assets and liabilities. In this regard, this is unequivocally an asset (account payable) to Rehab Mechanics. Kindly do so forthwith.

Appendix

SABS

Section 38(8) and (11)

(8) Within 10 business days after it receives 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 of the other reasons why the insurer considers any goods, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary. O. Reg. 34/10 s. 38 (8); O. Reg. 14/13, s. 5.

(11) If the insurer fails to give a notice in accordance with subsection (8) in connection with a treatment and assessment plan, the following rules apply:

1. The insurer is prohibited from taking the position that the insured person has an impairment to which the Minor Injury Guideline applies.
2. The insurer shall pay for all goods, services, assessments and examinations described in the treatment and assessment plan that relate to the period starting on the 11th business day after the day the insurer received the application and ending on the day the insurer gives a notice described in subsection (8). O. Reg. 34/10, s. 38 (11).

Forms

66. Each of the following documents shall be in a form approved by the Chief Executive Officer:

1. An application form referred to in clause 32 (2) (a).
2. A disability certificate under section 21, 36 or 37.
3. A notice under section 35.
4. A treatment and assessment plan referred to in section 38.
5. A treatment confirmation form under section 40.
6. A notice under subsection 40 (3).
7. An application for attendant care benefits under section 42 (Assessment of Attendant Care Needs).
8. An application under subsection 45 (1).
9. An invoice in respect of an expense for goods or services specified in a Guideline applicable for the purposes of section 49. O. Reg. 34/10, s. 66; O. Reg. 123/19, s. 9.

When form is considered completed

67. (1) Any document that is required by section 66 to be in a form approved by the Chief Executive Officer and to which subsection 64 (7) applies and any other document specified in a Guideline applicable for the purposes of this section is duly completed and includes all information required by this Regulation to be included in it if,

(a) every field not identified on the form as an optional field is completed in accordance with subsection (2); and

(b) if any field on the form that is identified as an optional field is completed, it is completed in accordance with subsection (2). O. Reg. 34/10, s. 67 (1); O. Reg. 123/19, s. 9.

(2) If the form specifies the manner or the format in which a field is to be completed, completion of the field shall be in that manner and in that format. O. Reg. 34/10, s. 67 (2).

Warm regards,

Mr. Kevin A. McLean (B.A. (MCI), J.D., CIM)

[Quoted text hidden]

Re: request - demand - correct address information in HCAI to a current and active address - including an address that corresponds with the correct and proper insurer (see: Reg 283 and SAB5)

05

Dear Sirs/Mesdames:

105

1. I write regarding the above. I adopt my previous definitions and they have the same meaning herein as they do therein.
2. *Would you please update and amend the address in HCAI to the correct physical address for the correct and proper insurer as it relates to said address?*
3. Please do so by no later than 10 a.m. tomorrow (the "Deadline"). I have further submissions to be made in HCAI on my behalf and as it currently stands, the physical address therein of the Etobicoke East Mall Address has been inactive since on or around December 2020 and perhaps earlier. The only public and independent evidence is that said East Mall Address was that of TDHA. If this email needs to be directed to the relevant⁽ⁱ⁾ information technology department ("IT Department"), please forward it to the same so it can be corrected forthwith. If you are willing to do so, kindly provide me with the email of said IT Department so I can do so.
4. If this was exclusive to me, then kindly advise as well. However, I will presume that I am not the only individual, who was an insured person with SNIC, that has said East Mall Address contained in HCAI altered incorrectly.
5. If I do not hear from you or from the relevant IT Department by the Deadline, then I will have to seek HCAI's assistance to have the name of the correct and proper insurer input therein with its correct address along with a corresponding fax number therein. If this, in turn, means that none of the above 'claims advisors'⁽ⁱⁱ⁾ are no longer authorized to advise, assist and guide me, then that will be the end of our discussions. If there is a new 'claims advisor' or 'adjuster' involving myself, kindly provide me with said name (i.e. his, her or "they").
6. Once the address has been amended, in accordance with the law, kindly send me a confirmation and screenshot of the same. I will have it checked by tomorrow to determine whether any changes occurred and in compliance with the law.
7. I confirm that this recast and reissued request falls under the Email Communication Protocol and operates independently of the LAT Proceeding (see: infra). However, I may rely on this correspondence and any response (or lack thereof) to the extent it becomes relevant to this LAT Proceeding or any future proceedings.

106

AFF #31
23-015662
RE: REQUEST FOR EXPEDITED
HEAR

THIS IS EXHIBIT^{1/2}..... REFERRED TO IN THE
AFFIDAVIT OF KEVIN A MCLLEN
AFFIRMED BEFORE ME, THIS ¹⁰..... DAY
OF^{August}....., 20²¹.....
.....
.....
....., ETC.

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com

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JULY 2023

INVOICE #1 (B) - PERSAN

SECURITY NATIONAL INSURANCE COMPANY (1150111)
304 THE EAST MALL, FLOOR 6
ETOBICOKE, ON, M9B 6E2

Auto Insurance Standard Invo

100CF

Claim Number 035325790-3
Policy Number 001013511 8000
Date of Accident 20220831

This address is a construction site -> non-operation

To be used for medical and rehabilitation goods and services that are payable by an automobile insurer. The User Manual for completion of the form and its versions may be found at www.mcainfo.ca

Confidentiality Collection: use and disclosure of this information are subject to all applicable privacy legislation

As indicated on the form, all attachments are sent directly to the insurer

All fields must be completed subject to the following exceptions
*required if known **at least one field in this section ***optional

Part 1 Applicant Information	Date of Birth (MM/DD/YYYY)	2983/03/25	☒ Male ☐ Female	647.513.1270
	Name	M L EKAN		
	First Name	KEVIN	ALEXANDER	
	Address	175 KING ST WEST (SUITE 410)		
	City	TORONTO	ON	MSV 2K6

Part 2 Insurance Company Information	Company	SECURITY NATIONAL INSURANCE COMPANY	ETOBICOKE
	Insurance Agent	PERSAN	CAROL
	Insurance Telephone	905-315-1074	(KNOWN AS OF 2023-08-01)
	Name of Policyholder	ANTODONCO	NICOLE

THIS FOR #1 IS LOCATED AT 515 S. SENECA BLVD, BURNHAMTHORPE, ON

Part 3 Invoice Information	Invoice Number	1 (B)	First Invoice	☐ No ☒ Yes
----------------------------------	----------------	-------	---------------	---

For previously approved goods and services please complete the following			
Type of Plan or Minor Injury Guideline	Plan Date	Plan Value	
☒ Treatment and Assessment Plan	2023/07/11	N/A	N/A
☐ Minor Injury			
Subtotal			\$2080.57
Attach version A or B			
Attach version C			
			SABS + \$334.91 = \$2,415.48

using HCAT submission date for concision

Ms. Persand apparently replaced Mrs. Nurse
Ms. Persand was not located at SNIC MANKHAM.
Ms. Persand did not have the fax number at the
First Insurer. First Insurer fax number was 416-771-3120
416 Fax Number located at 3650 Victoria Park Avenue
North York, Toronto, ON.

No notice received in accordance with ss. 38(8) of
No "signed copy" by an adjuster on behalf of CABS
an insurer within 10 business days
of July 11, 2023. "signed copy"
relies to OCF-18, Part 13

**Part 4
Payee
Information**
If Service Address is
same as Billing
Address check here
☐ and DO NOT
COMPLETE
Service Address

Facility Name S. ATTWALA PHYSIOTHERAPY PROFESSIONAL CORPORATION	
Payee Last Name S. ATTWALA PHYSIOTHERAPY PROFESSIONAL CORPORATION	
Billing Address 60 ABELL ST UNIT 1	N/A
City TORONTO	ON M6T 0R1
Telephone Number	N/A
*Email Address PHYSIO@REHABMECHANICS.COM	

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED

I UNDERSTAND that you and persons acting for you will collect business personal and to the applicant's claim for accident benefits arising out of the accident referenced in this invoice and that all such information collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about

I ALSO UNDERSTAND that if I am the health service provider for the applicant and if information related to this claim that is provided by me on this invoice or any other

I ALSO UNDERSTAND that the information within this form will be collected on these

applicant's consent for the purposes of

- Investigating the claims of the applicant and processing the claims under the Automobile Policy;
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and amount of payment;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the payment of claims;
- Identifying and analysing the nature and costs of goods and services claimed by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you and persons acting for you may disclose the information who may collect and use this information only as reasonably necessary for the purposes above

insurers, insurance adjusters, agents and brokers, employers, health care providers, health solicitors,

organizations that consolidate claims and underwriting information for the insurance industry, insurance

companies, the police, databases or registers used by the insurance industry, and any other existing information, and my agents or representatives as designated by the first line

I ALSO UNDERSTAND that you and persons acting for you may, pooling information, analyze this information for the limited purpose of preventing, detecting and suppressing fraud

I CONSENT to you collecting, using and disclosing information relating to this claim for the purpose of being limited to information that is reasonably necessary to meet the legitimate purpose of

I UNDERSTAND that if I have any questions about this consent I am free to consult with my legal advisor before signing this document

I AM ALSO AWARE that you and persons acting for you may be required to collect information without my knowledge or consent

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to make a false representation to an insurer under a contract of insurance. Regulated sectors in the insurance matters in connection with a licence and or unfair or deceptive act or practice. Insurance companies in enforcement actions ranging from an administrative monetary penalty to prosecution

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE or other dishonest act, to defraud or attempt to defraud an insurance company. The nature of claims; identifying and analysing the nature, effects and costs of goods and services claimed by victims by health care providers and PREVENTING, DETECTING AND SUPPRESSING FRAUD

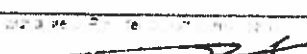
To obtain further information about privacy related issues please contact the Privacy Officer

2

To obtain further information about how your consent relates to pooling and data analysis

<http://www.abc.ca/privacy-terminology.asp>

Name of Provider or Authorized Signatory (please print)
SANJAY ATTWALA



2024/08/13

110

Said amount is from INVOICE 1(A)
PARTIALLY APPROVED BY SNIC (_____
with "As per A. Nurse" in
"signature field"

Reviewed By
Approved By
Payee Name
next Amount

Are there any attachments? ☒ Yes ☐ No
Send any attachments directly to the insurer

2. Chlorophyll

① Oct-18 submitted thru
H&A

(2) Affidavit of Applicant

For insurer's use only

Sub-Total:	\$2120.00
MOH:	\$0
Other Insurer 1+2:	\$0
Tax (if applicable):	\$0
² Interest:	\$292.76
Auto Insurer Total:	~~\$2412.76~~ \$4828.24

39

Providers					Regulated (College Registration Number)	Unregulated (If applicable, or blank)	Hourly Rate	For Insurer's Use
Ref	Type	Last Name	First Name					
A	PT	APPAHANT	SANJAY		17075			
B								
C								
D								
E								
F								

SEE: ATTACHED
 (X) PA (UN-TO)
 FOR APPROVAL
 DR. ATTAL

Provider details are not required if they are the same as those on a previously approved plan.
 * Refer to the User Manual at www.hcinfo.ca for coding.

[illegible]
$$\text{Sensitization} = \frac{\Delta A_{\lambda}}{A_{\lambda}} \times 100$$

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SECURITY NATIONAL INSURANCE COMPANY
301 THE EAST MALL, FLOOR 6
ETOBICOKE, ON, M9B 6E2
(PURPORTINGLY)

FEB 2021

INVOICE 1(C)

Auto Insurance Standard Invoice

(OCF-1)

Claim Number: 035325790-3
Policy Number: 001013511806
Date of Accident: 20220231

To be used for medical and rehabilitation goods and services that are payable by an automobile insurer. The User Manual for completion of the form and its versions may be found at www.hcsc.gc.ca

Confidentiality: Collection, use and disclosure of this information are subject to all applicable privacy legislation.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:
*required if known **at least one field in this section ***optional

Goods, Services, Assessments, Examinations (GSAE)

Part 1 Applicant Information	Date of Birth	19030325	Sex	☒ Male ☐ Female	647.513.1270
	Last Name	MCCLENN			
	First Name	KEVIN			
	Address	410-775 KENNEDY ST WEST			
	City	TORONTO	ON		M5U 2K3
Part 2 Insurance Company Information	Insurance Company	SECURITY NATIONAL INSURANCE COMPANY	ETOBICOKE (allegedly)		
	Adjuster Last Name	PENSAUD	CANOL		
	Adjuster First Name		905-315-1071 (NOT SNIC)		
	Adjuster Phone		BURLINGTON		
Part 3 Invoice Information	Invoice Number	INVOICE 1(C)	First Invoice	☐ No ☒ Yes	
	For previously approved goods and services, please complete the following				
	Type of Plan or Minor Injury Guideline	Plan Date	Plan Amount		
	☒ Treatment and Assessment only	20210201	N/A	N/A (see FN 2)	
• Attach version 4 of B (GSAE) ☒					
• Attach version C (GSAE) ☒					

Agreed Email
Communication - Protocol
McLeen
SNIC
Using the date received by adjuster for SNIC within 10 B12 PM
"FN 2": SNIC did NOT provide any notice and signed by adjuster, OCF-18, Part 13, final page

ss. 38(11): If insurer fails to give notice in accordance with ss. 38(a) in connection with a treatment and assessment plan, the following rules apply

FEB 21, 2021 =
11:41 B12
DAN AFTER RECEIPT

"(1.) Insurer prohibited from taking position that Insured Person has imp. to which MIE applies."

(2) The Insurer SHALL pay -> ALL "GSAE" "Discovered" in the OCF-18 -> now after receipt

**Part 4
Payee
Information**

If Service Address is
same as Billing
Address check here
☒ **And DO NOT
COMPLETE
Service Address**

112
91
Facility Name: **ATTWALA PHYSIOTHERAPY PROFESSIONAL CORPORATION**
Payee Last Name: **S. ATTWALA PHYSIOTHERAPY PROFESSIONAL CORPORATION**
Billing Address: **1-66 ABELL ST**
City: **TORONTO** Prov: **ON** M5S 4B1
Telephone Number: _____
E-mail Address: **PHYSIO @ REHABMECHANICS.COM**

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED

I UNDERSTAND that you and persons acting for you will collect business personal information to the applicant's claim for accident benefits arising out of the accident referenced in this application and that all such information collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information related to this claim that is provided by me on this application and that all such information collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that the information with this form will be used for the purposes of:

applicant's consent for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant's Automobile Policy
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement to and the amount of payment
- Recovering payment from insurers and others liable in law for amounts that would be payable to the applicant's claims
- Identifying and analysing the nature and costs of goods and services provided by health care providers
- Preventing, detecting and suppressing fraud
- Compiling anonymized statistics for government agencies and
- Assessing underwriting risks and claims experience

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons who may collect and use this information only as reasonably necessary to enable the persons above:

Insurers, insurance adjusters, agents and brokers, employers, health care providers, and solicitors

organizations that consolidate claims and underwriting information for the purpose of providing insurance

companies, the police, databases or registers, used by the insurance industry to analyze existing information, and my agents or representatives as described above.

I ALSO UNDERSTAND that you, and persons acting for you, may use this information to analyze this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information relating to this claim for the limited to information that is reasonably necessary to meet the legitimate purposes above.

I UNDERSTAND that if I have any questions about this consent I am required to consult with my legal advisor before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required to disclose this information without my knowledge or consent.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly, representation to an insurer under a contract of insurance. Regulated persons may be subject to matters in connection with a licence and or unfair or deceptive and or practice. This includes in enforcement actions ranging from an administrative monetary penalty to prosecution.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE or other dishonest act to defraud or attempt to defraud an insurance company. This includes of claims identifying and analysing the nature, effects and costs of goods and services that victims, by health care providers and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about privacy related issues please contact the Privacy Officer at 2

To obtain further information about how your consent relates to logging and data analytics, visit: <http://www.the.ca/en/privacy-terminology.asp>

Name of Provider: **S. ATTWALA**

S. ATTWALA

2024 08 13

Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an OAP. It may be used at the discretion of the provider for billing any goods or services except for Minor Injury Guidelines (use Version C - pages 2 and 3).

Ref	Type	Providers		Registered (College Registration Number)	Unregulated (If applicable, or blank)	Hourly Rate	For Insurer's Use
		Last Name	First Name				
A	PT	PRINCE	SANJAY	14675			
B							
C							
D							
E							
F							

Provider details are not required if they are the same as those on a previously approved plan.
 Refer to the User Manual for more information.

Sub-Total

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Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an OCF-18. They may be used as the document for the provider for billing any goods or services except for the injury guideline (see Version C - pages 2 and 3).

OTHER INSURANCE: I have made reasonable enquiries of the claimant and have determined that:

☒ **NO** There is no other insurance coverage identified for these goods and services ☐ **YES** There is other insurance coverage that is potentially available to cover/partially cover these goods and services.

Is there Ministry of Health and Long-Term Care (MOH) coverage for goods and services included in this invoice?

☐ **Yes** ☐ **No** ☐ **Not applicable**

Other Insurer 1	*Other Insurer Name	*Other Insurance Plan Or Policy Number
Other Insurer 2	*Other Insurer Name	*Other Insurance Plan Or Policy Number

Other insurance details are not required if they are the same as those on a pre-approved plan.

Other Insurance (for goods and services on this invoice)	Enter amounts that have or will be paid by "other" insurers, which will be deducted from this invoice total.		Enter amounts assigned to "other" insurers on prior invoices that were not paid. Amount will be added to this invoice total.
	MOH	Insurer 1	
Chiropractic, Physiotherapy, Massage Therapy, Other Service Type			
Total:			
Please Specify Other Service Type			

Note: Auto Insurers may request EOB for amounts added to invoice total.

Account Activity since Last Invoice
(if interest is being charged)

*1 Prior Balance: \$4828.24
 *2 Payment Received from Auto Insurer: \$0
 *3 Overdue Amount: \$4828.24

Sub-Total: \$3317.00
 MOH: \$0
 Other Insurer 1+2: \$0
 Tax (if applicable): \$0
 Interest: \$239.27
 Auto Insurer Total: \$3556.27
 \$8384.51

For insurers use only

Reviewed By
 Approved By
 Payee Name
 Payment Amount

Make cheque payable to S. ATTWALL PHYSIOTHERAPY PROFESSIONAL CORPORATION

Are there any attachments? ☒ Yes ☐ No If yes, how many? 2
 Send any attachments directly to the insurer

Return this form to:

Security National Insurance Company
304 The East Mall, Floor 6Elobicoke
ON
M9B 6E2Attached to
Invoice # 113Treatment and Assessment Plan
(OCF-18)

Use this form for accidents that occur on or after November 1, 1996

**Claim Number: 035325790-3

**Policy Number: 001013511806

Date of Accident
(YYYY-MM-DD) 2022-08-31

NOTE: A Treatment and Assessment Plan (OCF-18) is not required to make the following claims:

- ambulance or other goods or services provided on an emergency basis not more than 5 business days after the accident

- drugs prescribed by a regulated health professional

- dental goods or services (submitted on the Standard Dental Claim Form)

- goods referenced in s 15(1)(d) to (f) and s 16(1)(h) to (i) with a cost of \$250 or less per item

- goods and services referenced in s 15(1)(h) or 16(3)(f) if the insured agrees the expense is essential for the treatment or rehabilitation of the insured person with a cost of \$250 or less per item or service

If this is an impairment that comes within the Minor Injury Guideline applicable to the accident (for accidents that occurred on or after September 1, 2010) an OCF-23 Treatment Confirmation Form is required instead of this form.

To the Applicant:

Please provide information for the completion of Parts 1 and 2 and 3. After your regulated health professional has reviewed your Treatment and Assessment Plan with you, sign Part 10 and Initial Part 12.

Your regulated health professional complete all other parts of the form.

Collection, use and disclosure of this information are subject to all applicable privacy legislation. Additional disclosure and consent may be required depending on the manner in which the information is used and disclosed.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:

*required if known
at least one field in this section optional

To the Regulated Health Professional/Facility:

To the extent possible, this Treatment and Assessment Plan should include all goods and services contemplated by the regulated health professional referred to in Part 5.

A health practitioner (i.e. chiropractor, dentist, nurse practitioner, occupational therapist, optometrist, physician, physiotherapist, psychologist, speech language pathologist) must sign Part 4.

Complete Part 5 based on your most recent examination of the applicant's injuries and return the form to the insurance company listed in Part 2. Please print clearly.

Consent: It is the responsibility of regulated health professionals to ensure that their collection, use and disclosure of information submitted are authorized by a consent form. Ontario Claims Form 5 (OCF-5) Permission to Disclose Health Information may be used as a consent form.

Part 1
Applicant
Information

To be provided by the applicant

Date Of Birth (YYYY-MM-DD)
1983-03-25Gender ☒ Male ☐ Female

*Telephone Number

Last Name
McLeanFirst Name
Kevin

**Middle Name

Address
410-775 King Street WestCity
TorontoProvince
ONPostal Code
M5V 2K3Part 2
Insurance
Company
Information

To be provided by the applicant

Insurance Company Name
Security National Insurance CompanyCity or Town of Branch Office (if applicable)
Elobicoke*Adjuster Last Name
Nurse*Adjuster First Name
Alisha-Annie

*Adjuster Telephone

Extension

*Adjuster Fax

**Name of Policy Holder same as

Applicant ☒ OR

**Policy Holder Last Name

*Policy Holder First Name

Part 3
Other Insurance
Information

To be completed by the regulated health professional referred to in Part 5 with information from the applicant

OTHER INSURANCE: Is there other insurance coverage for any goods and services listed in this Treatment and Assessment Plan?
I have made reasonable enquiries of the applicant and have determined that:☒ No

There is no other insurance coverage identified for these goods and services.

☐ Yes

There is other insurance coverage that is potentially applicable to cover partially or over these goods and services.

MOH

Is there Ministry of Health and Long-Term Care (MOH) coverage for any goods and services included in this plan?
☐ Yes ☐ No ☐ Not applicable

Other Insurer 1

*Other Insurer Name

*Other Insurance Plan Or Policy Number

*Name of Plan Member

*Other Insurer's Identifier

Other Insurer 2

*Other Insurer Name

*Other Insurance Plan Or Policy Number

*Name of Plan Member

Other Insurer's Identifier

**Part 4
Signature of
Health
Practitioner**

**Client and
Insurance
Plan Certification**

Name of Health Practitioner Altwala, Sanjay		College Registration Number 14675	You are a ☐ Chiropractor ☐ Dentist ☐ Nurse Practitioner ☐ Occupational Therapist ☐ Optometrist ☐ Physician ☒ Physiotherapist ☐ Psychologist ☐ Speech-Language Pathologist
Facility Name (if applicable) S. Altwala Physiotherapy Professional Corporation			
HCAI Facility Registry Number (if applicable) 125128	FSCO Licence Number (if applicable) SP18851		
Service Address 68 Abell Street Unit #1			
City Toronto	Province ON	Postal Code M6J 0B1	
Telephone Number (416) 533-3900	*Extension	*Fax Number	*Email Address physio@rehabmechanics.com

For accidents that occur on or after September 1, 2010:

Is this impairment predominantly a minor injury as referred to in the Minor Injury Guideline applicable to the accident? ☐ Yes ☒ No

If yes, select the applicable circumstance

- ☐ Treatment under the Minor Injury Guideline has already been provided and additional treatment goods and/or services are required within the \$3,500 limit.
- ☐ The applicant has a pre-existing medical condition that was documented by me or another health practitioner before the accident and that will prevent the applicant from achieving maximal recovery from the minor injury if the applicant is subject to the \$3,500 limit or is limited to the goods and services authorized under the Minor Injury Guideline. Please provide an explanation and provide compelling evidence to support this recommendation.

Send any attachments directly to the insurer

1000

Part 5
Signature of
Regulated
Health
Professional

By signing and
submitting this
application and
information
I am certifying that
the information
is true and correct
DO NOT
COMPLETE PART 5

(112) Sanjay H Thakur 14675

Facility Name (if applicable) Rehab Electronics

MCAT Facility Registry Number: [blank]

Service Address: 1-68 Abell Street

City: Toronto Province: ON Postal Code: M6J 0B1

Telephone Number: 416 533 3900 Fax Number: 416 981 7117

Email Address: phxyo@rehabelectronics.com

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED

I UNDERSTAND that you, and persons acting for you, will collect personal information and provide it to all authorized parties to whom you are required to provide benefits arising out of this accident or illness. I understand and agree to the collection, use and disclosure of such information by you, and by any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information from me. I understand and agree to the collection, use and disclosure of such information by you, and by any other person with my consent.

I ALSO UNDERSTAND that in the collection, use and disclosure of the information, you and persons acting for you will comply with the provisions of the Access to Information Act and the Privacy Act, and will provide me with a copy of the information collected from me on the 30th day after the date of collection.

I ALSO UNDERSTAND that the information which you collect will be used for the following purposes:

- Investigating the claims of the employee and person acting for the employee, including the collection of information from the employee and person acting for the employee.
- Obtaining or verifying information relating to the employee's claim, including the collection of information from the employee and person acting for the employee.
- Recovering payments from insurers, employers and third parties, including the collection of information from the employee and person acting for the employee.
- Monitoring and analyzing the future and past performance of the employee, including the collection of information from the employee and person acting for the employee.
- Preventing, detecting and suspending fraud.
- Completing standardized statistics for insurance purposes.
- Assessing underwriting risks and classifying experience.

I ALSO UNDERSTAND that you, and persons acting for you, may use the information collected for other purposes, including the collection of information from the employee and person acting for the employee, for the purpose of providing services to the employee and person acting for the employee.

I understand, insurance adjusters, agents and brokers, employers, health care providers, hospitals, health plans, family members, and others, may use the information collected for the purpose of providing services to the employee and person acting for the employee, for the purpose of providing services to the employee and person acting for the employee.

I ALSO UNDERSTAND that you, and persons acting for you, may use the information collected for the purpose of providing services to the employee and person acting for the employee, for the purpose of providing services to the employee and person acting for the employee.

I CONSENT to you collecting, using and disclosing this information for the purposes stated in this document, and I understand that this consent is limited to information that is reasonably necessary to provide the services stated in this document.

I UNDERSTAND that I have the right to withdraw my consent at any time, and I understand that my withdrawal of consent will not affect the validity of the information already collected.

I AM ALSO AWARE that you, and persons acting for you, may use the information collected for other purposes, including the collection of information from the employee and person acting for the employee, for the purpose of providing services to the employee and person acting for the employee.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to provide false or misleading information to an insurer, and I understand that it is an offence under the Insurance Act to provide false or misleading information to an insurer.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE to attempt to defraud an insurance company, and I understand that it is an offence under the Federal Criminal Code to attempt to defraud an insurance company.

To obtain further information about privacy-related issues, please contact the Privacy Commissioner of Canada at 1-877-935-2739.

To obtain further information about the collection, use and disclosure of personal information, please contact the Privacy Commissioner of Canada at 1-877-935-2739.

Name of Regulated Health Professional (Print Name): Sanjay H Thakur

Signature: [Signature] Date: 2022-04-21

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**Part 6
Injury and
Sequelae
Information**

Provide a description (list most significant first) and associated ICD-10-CA code for complaints, injuries and sequelae that are the direct result of the automobile accident (refer to the user manual at <https://www.ticmfr.ca> for ICD-10-CA coding information)

Description	Code
Spondylolisthesis	M 43 1
Lumbar and other intervertebral disc disorders with radiculopathy	M 51 1
Postconcussional syndrome	F 07 2
Disorders of vestibular function	H 81
Injury of blood vessels of head, not elsewhere classified	S 08 0
Sprain and strain of sacroiliac joint	S 33 6

**Part 7
Prior and
Concurrent
Conditions**

a) Prior to the accident, did the applicant have any disease, condition or injury that could affect his/her response to treatment for the injuries identified in Part 6?

☒ No ☐ Unknown ☐ Yes (please explain)

If Yes to "a" above, did the applicant undergo investigation or receive treatment for this disease, condition or injury in the past year?

☐ No ☐ Unknown ☐ Yes (please explain and identify provider, if known)

b) Since the accident, has the applicant developed any other disease, condition or injury not related to the automobile accident that could affect his/her response to treatment for the injuries identified in Part 6?

☐ No ☐ Unknown ☒ Yes (please explain)

- patient continues to have periodic bleeding from left ear without any irritation. Patient will be having an MRI and CT to find the cause of the bleed.

Send any attachments directly to the insurer

**Part 8
Activity
Limitations**

a) Does the applicant's impairment(s) from the injuries identified in Part 6 affect his/her ability to carry out

His/her tasks of employment ☐ Not employed ☐ No ☐ Unknown ☒ Yes

His/her activities of normal life ☐ No ☐ Unknown ☒ Yes

b) If Yes to either of the questions above, briefly describe the activities limited by the impairment and their impacts on the applicant's ability to function:

- patient struggles with upright positions for long periods, persistent back pain and poor core control. Patient also find that his memory and concentration looks to be affected when performing long concentration tasks.

c) If the applicant is unable to carry out pre-accident employment activity, is the employer able to provide suitable modified employment to the applicant?

☐ Not employed ☐ Yes ☒ Unknown ☐ No (please explain)

**Part 9
Plan Goals,
Outcome -
Evaluation
Methods and
Barriers to
recovery**

a) **Goals:** (120) 99 340
(i) Identify the goal(s) in regard to the applicant's impairment(s), symptom(s) or pathology that this Treatment and Assessment Plan seeks to achieve

- ☒ pain reduction ☒ increased range of motion
☒ increase in strength ☐ other(s)/not applicable (please specify)

and
(ii) Select the functional goal(s) that this Treatment and Assessment Plan seeks to achieve

- ☒ return to activities of normal living ☐ return to pre-accident work activities
☒ return to modified work activities ☐ other(s)/not applicable (please specify)

b) **Evaluation:**

(i) How will progress on the goal(s) in a (i) and a (ii) be evaluated?

- vestibular testing, balance testing, low back disability scale, strength testing

(ii) If this is a subsequent Treatment and Assessment Plan, what was the applicant's improvement at the end of the previous plan based on your evaluation method?

patient has not been treated by physio prior

Send any attachments directly to the insurer

c) **Barriers to recovery:**

(i) Have you identified any other barriers to recovery?

☐ No ☒ Yes (please explain)

- bleeding from ear needs more tests to determine cause
- significant spondylolisthesis

(ii) Do you have any recommendations and/or strategies to overcome these barriers?

☐ No ☒ Yes (please explain)

- tests to determine nature of bleed
- continued core and increased activity based therapy

d) **Concurrent Treatment:**

Are you aware if any concurrent treatment that is not included in this Treatment and Assessment Plan will be provided by any other provider/facility?

☒ No ☐ Yes (please explain)

**Part 10
Signature of
Applicant**

Must be completed
unless waived by
insurer

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED.

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information about me that is related to my claims for accident benefits arising out of the accident referenced in this Treatment and Assessment Plan, and that all such information will be collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan prepared by my health care provider(s).

I ALSO UNDERSTAND that if I am the holder of an automobile insurance policy, you, and persons acting for you, will collect the information related to this claim that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information described above will be collected and used only as reasonably necessary for the purposes of:

- Investigating my claims and processing my claims as required by law, including the Ontario Automobile Policy;
- Obtaining or verifying information relating to my claims in order to determine entitlement and the proper amount of payment;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with my claims;
- Identifying and analyzing the nature and costs of goods and services that are provided to automobile accident victims by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations who may collect and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers; insurance adjusters, agents and brokers; employers; health care providers; hospitals; accountants; financial advisors; solicitors; organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other insurance companies; the police; databases or registers used by the insurance industry to analyze and check information provided against existing information; and my agents or representatives as designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources and may analyze this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information related to this Treatment and Assessment Plan in the manner described above, but no more of such information than is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with my insurance company representative or legal advisor before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to others without my knowledge or consent.

I have reviewed and agree with this Treatment and Assessment Plan. I understand that payment for this Treatment and Assessment Plan is subject to the approval of the insurer.

In the event that my insurer does not agree to pay for all the goods and services contemplated in this Treatment and Assessment Plan, I understand that an examination may be required to determine my eligibility to the goods and services outlined in this Treatment and Assessment Plan.

In the event that an examination is requested, I authorize my insurer and my health care providers to give the person identified by the insurer to review this application only such information relating to my health condition, treatment and rehabilitation received as a result of the accident, as is reasonably required for the purposes of determining my eligibility to benefits.

As required by law, a copy of the examination report as well as the insurance company's determination will be sent to me.

Subject to the Statutory Accident Benefits Schedule, in those circumstances where prior approval is required, I understand that if I undertake any of the proposed services prior to approval by the insurer, I may be responsible for payment to my provider for any of the services rendered on my behalf.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation to an insurer under a contract of insurance.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood, or other dishonest act to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims, identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.lob.ca/en/privacy-terminology.asp>

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company listed in Part 2

Name of Applicant or Substitute Decision Maker (please print)	Signature of Applicant or Substitute Decision Maker	Date (YYYY-MM-DD)
McLean, Kevin		2023-04-21

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April
2023

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Applicant Name: McLuan, Kevin	OCF-18	Policy Number: 001013511806
Provider Name: Altwala, Sanjay		Claim Number: 035325790-3
Provider Fax:		Date of Accident: 2022-08-31

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**Part 11
Health Care
Providers**

Provider Reference	Provider Type	Provider		Regulated (College Registration Number)	Unregulated (If applicable, or blank)	Hourly Rate (If applicable)
		Last Name	First Name			
A	PT	Altwala	Sanjay	14675		

**Part 12
Proposed
Goods or
Services
Requiring
Insurer
Approval**

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan

G/S Ref	Description	'Code	'Attribute	Provider Ref	Estimated			Projected	
					Quantity	'Measure	Cost	Total Count	Total Cost
1	"Assessment (examination), total body"	2.ZZ.02		A	1	PR	125.00		125.00
2	Therapy, multiple body sites	1.ZX.12		A	1	PR	99.75	20	1995.00
Estimated duration of this Plan:					10 Weeks		Sub-total	21	2120.00
How many visits have you already provided					8 visits		Minus MOH:		0.00
Note : ¹ Refer to the User Manual coding guidelines posted at https://www.icsmho.ca Attributes codes are used to further qualify the service codes and are described in the manual. Payment by auto insurer is secondary to available collateral benefits.							Minus Other Insurer 1 + 2:		0.00
							Tax (if applicable):		0.00
							Auto Insurer Total:		2120.00

Applicant or Substitute Decision Maker confirms consent to proposed goods and services:

Initials

"Please indicate any additional comments regarding proposed goods and services"

Are there any attachments?

☐ Yes ☒ No

If Yes, how many?

Send any attachments directly to the insurer

**Part 13
Signature of
Insurer**

☐ I waive the requirement of the Applicant's signature

I have reviewed the Treatment and Assessment Plan and based upon the information provided I:

☐ Approve this Treatment and Assessment Plan

☐ Partially approve

☒ Do not approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this Treatment and Assessment Plan, give the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer will or will not pay

Name of Adjuster (please print)

Persaud, Carol

Signature of Adjuster

Date: YYYY-MM-DD

2023-07-11

To the Insurer: Please provide a copy of this page to the applicant, the Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5.

Note: The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee should be billed to the insurer directly. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and other charges that have been approved and are payable under this Treatment and Assessment Plan.

SIGNED
COPY FROM
PERSAUD
NEEDS
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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(C) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDIA] to an OCF-21, Part 13 et al

Affidavit of Kevin A. McLean

Re: In a matter under the *Insurance Act*, *Statutory Accident Benefits Schedule*, O Reg 34/10 ("SABS"), Reg 283, and *UDAP Rule* and *FSRA Forms* including requirements of insurers registered with HCAI

- i. **Jurisdiction: Provincial (Ontario)**
- ii. **Statute¹, regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** *Insurance Act*, R.S.O., 1990 c 18 et seq ("Insurance Act" or "Ins. Act")
 - b. **Governing Automobile Provincial Regulations:** *SABS*, Reg 283 and Reg 664
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 ("UDAP Rule"))
- iii. **Contractual particulars:**
 - a. **"Named Insureds":**
 - i. *BMW Financial Services Inc. (A Division of BMW Canada Inc.)* (defined as **"BMW FS Inc."** and
 - ii. *Nicole Artopoulos (B.A., M.A.)* (**"McLean Spouse"** or **"Individual Policyholder"**)
 - b. **Insured Automobile:** *BMW 3 Series Xi Drive 2019 4DR AWD*
 - c. **Lessee:** *Ms. Nicole Artopoulos*
 - d. **Lessor:** *BMW FS Inc.*
 - e. **Insured Person² resident in Ontario (G Driver):** *Mr. Kevin A. McLean (B.A., J.D., CIM) ("McLean Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Driver", "Appellant", Applicant", or "Claimant" ³);*
 - f. **"Broker":** *Meloche Monnex Financial Services Inc.⁴ (the "Broker" or "Agent", or "MMFSI")*
 - g. **Underwriter/Insurer ('contract of insurance' in the Insurance Policy)**
 - i. *Security National Insurance Company (FSRA Insurance Registration #397)*
 - ii. *Head office: 50 Boulevard Crémazie O. Etage 12, Montreal, QC H2P 1B6, Canada;*
 - iii. *Underwriter address in Ontario: 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 3H8*
 - h. **Insurance⁶ Policy #:** *#001013511806 (the "Insurance Policy", "Insurance Contract" or "Insurance Policy #806")*
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex:** *Alumni And Professional Program (the "AP Program")*
 - j. **The Trade Name of "TD Insurance Meloche Monnex"**
 - i. **Trademark word holder of "TD Insurance":** *The Toronto-Dominion Bank ("TD Bank")*
 - ii. **Trademark word holder of "Meloche Monnex":** *Meloche Monnex Inc. ("MMI"), a CBCI incorporated company,*
 - k. **Combined Name with two distinct trademarks for two different insurance programs:** *"TD Insurance Meloche Monnex"*
- iv. **The "Accident" or "MVA":**
 - a. **Date of Loss:** *August 31, 2022 ("DOL" or "Date Of Loss")*
 - b. **Location of Loss:** *320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue) Toronto, Ontario"*
 - c. **Police File Number (North York Reporting Collision Centre):** *Affidavit #3, Exhibit "A"*

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation ("SAPPC") (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (C)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #000113513306 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDIA] on an OCF-18, Part 13 et al

- v. **Information Provided by SNIC after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**
- a. **TD Insurance Claim based number: 035325790⁹**
 - i. **Exposure numbers known to Mr. McLean:**
 - 1. **TD Insurance Claim # for Appellant: 035325790-3 ("TD Claim #3")**
 - a. **Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 035325790-3 (the "Undisclosed TD Claim Number" or "Fictitious TD Claim Number")**
 - ii. **Policy number: same as above**
 - b. **Insureds: Nicole Artopoulos and BM FS Inc.**
 - c. **Sole Address: Security National Insurance Company, 101 McNabb Street, 2nd Floor, Markham Ontario L3R 4H8 ("Markham McNabb Building" or "SNIC Markham")**
 - d. **Telephone: 1-877-855-3767**
 - e. **Sole Facsimile Number: 416.774.3120;**
 - f. **Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse;**
 - g. **Website: www.melochemomex.com**
- vi. **Reg 283:**
- a. **Date of delivered Completed Application by McLean to the 416 Fax Number: October 13, 2022;**
 - b. **Expiry date for the recipient insurer of the Completed Application to dispute its duty to respond and pay any and all benefits pursuant to SABS: January 10, 2023;**
- vii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the "Dhaliwal OCF-18")**
- a. **Address: Markham McNabb Building;**
 - b. **Fax number: 416 Fax Number;**
- viii. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HC41 and other particulars:**
- a. **Submitter: Manginder Dhaliwal, PT (college registration number: 11856)**
 - b. **Address: 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario, M9B 6E2 ("Etobicoke East Mall Address" or "Etobicoke Address")**
- ix. **The Fax Number for the East Mall Address:**
- a. **Fax Number (East Mall): 416-233-9171 (the "Etobicoke Fax Address")**
- x. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and "adjuster" (absent her signature as language was printed as "As per A. Nurse"):**
- a. **Address: SNIC Markham;**
 - b. **Adjuster: Ms. Alisha-Anne Nurse;**
 - c. **Alleged signature under required field of OCF-18, Part 13: "As per A. Nurse" with "Ki. W" above**
- xi. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023):**
- a. **Address: 5045 South Service Road, Burlington, ON L7L 5Y7 ("Burlington Address")**
 - b. **New fax number: 905-315-1074 ("905 Fax Number") [nota bene: fax number regularly blocked or rejected faxes]**

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) from Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(C) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18 Part 13 et al

xii. *The current evidence¹⁰ involving the 416 Fax Number regarding the Completed Application delivered to the 416 Fax Number (October 13, 2022):*

- a. *416 are code: Toronto;*
- b. *Prefix 774: Victoria Park Building (also known as the "Spark Building")*
- c. *Last four digits of 3120 (location in the Victoria Park Building): 4th floor;*
- d. *Telecommunications provider for the 416 Fax Number: Bell Canada Inc. (not Bell Mobility);*
- e. *Publicly listed user/owner of the 416 Fax Number from August 2022 to present: TD Home And Auto Insurance Company (TDHA);*
- f. *Physical Location of the grounded 416 Fax Number: 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the "Victoria Park Building");*
- g. *VP Building:*
 - i. *Property manager: Colliers International;*
- h. *Listed "Lead Tenants" at the Victoria Park Building: "TD Insurance" colloquial;*
- i. *Current listed fax owner for the 416 Fax Number: TDHA¹¹*

xiii. *Address provided by SNIC in the SNIC Response (January 25, 2024):*

- a. *Physical address: Markham McNabb Building;*
- b. *Signatory for SNIC: Mr. David Karat, ADR Specialist;*
- c. *Filer of SNIC Response: Mr. Karat;*
- d. *Server of the SNIC Response: Mr. Karat;*
- e. *Fax number: NONE;*

xiv. *Address for TD General Insurance Company, FSRA registration number 353 ("TDGIC") in the LAT Proceeding prior to its removal after my successful motions¹²:*

- a. *Physical address: the Victoria Park Building (9th floor);*

xv. *The precise location of the 416 Fax Number in the Victoria Park Building:*

- a. *As of 2007, the 416 Fax Number was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the 4th FLOOR of the Victoria Park Building (North York, Toronto, Ontario;*

Re #3: Invoices 1(B) to 1(E) for each OCF-18 from the relevant dates therein

I, Kevin Alexander McLean, Disabled¹³ (B.A., J.D., CIM) of Toronto, Ontario, SWEAR THAT:

1. I am the deponent or affiant (also defined as "Insured Person", "Disabled Individual" and/or "CAT Impaired Individual") herein and I swear, under the pains and penalties of perjury, the following facts to be true;
2. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise. When I have used the expressions (including any permutations) of "in my view", "in my opinion", or "belief", I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact;

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation ("SAPPC" (DBA Rehab Mechanics) (Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511206 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] on an OCF-18 Part 13 et al

3. I swear that I am relying on strict compliance with all laws until I have received any and all benefits, in accordance with SABS and Reg 283, and that will remain until further notice from me in duly executed and witnessed form. I do not intend to waive my right to rely on strict compliance with the aforementioned Reg 283 and SABS. As such, SNIC and the **First Insurer** and any other relevant persons are again on notice of the same;
4. I swear this Affidavit for no improper purpose and to be attached to Invoice 1(B) to 1(E) after they are signed by Mr. Attwala, PT, on behalf of Rehab Mechanics in relation to the services provided to be provided to me which were submitted through HCAI to SNIC (but with an inactive address or not an address ever of SNIC per se (see: East Mall Address) under TD Claim #3 and the Insurance Policy denoted herein in the header.
5. I have requested copies of signed OCF-18, Part 13, from each and every adjuster for Invoices 1(A) to 1(E) and they have not responded to me at all. I can provide SNIC or the First Insurer with a copy of my faxes and emails to confirm the same in the event that Ms. Nurse (Invoice 1(A): already delivered to SNIC and TDHA), Ms. Persaud (Invoices 1(B) and 1(C)) and Ms. Michie (Invoices 1(D) and 1(E)) dispute the same.
6. I repeat and rely upon the **Email Communication Protocol** denoted in my affidavit attached to Invoice 1(A) which was delivered to SNIC and TDHA as of last week at the head office location for each in separate envelopes;
7. I have not received even a response from Ms. Persaud regarding the OCF-18's attached to Invoice 1(B) and 1(C);
8. I have not received a response from Ms. Michie regarding the OCF-18's attached to Invoice 1(D) and 1(E).
9. I believe that alleged Ms. Nurse signature on April 20, 2023, was because Ms. Nurse could not sign on behalf of SNIC as she knew, when I did not and my physiotherapist at the time did not (which I was informed of the same by him and verily believe to be true) that the First Insurer was NOT SNIC. For the same reasons and knowing or believing that the "As per A. Nurse" purported signature (albeit printed) was not a valid signature, Ms. Persaud and Ms. Michie did not sign the requisite parts of those OCF-18's on the dates therein.
10. I repeat and rely upon my evidence, which I swore in October 2023, and one year after the last payment that I received, which denoted "Security National Insurance Com...." which was on or around April 6, 2023, that the sum of monies that I received to said **Beneficiary Bank Account** was \$1499.98. At no time has SNIC or any insurance company demanded repayment of the same on account of error or otherwise. I note that SABS has a one-year time limit to do so which expired on April 6, 2024:
11. As the sum of monies paid and approved alone (without even delving into that which was and is payable under medical/rehab benefits) by SNIC as of April 2023 exceeded \$3,500.00. I note that SABS and relevant jurisprudence confirms that where an insured person or injured person, without the relevant insurance company seeking return of any of those paid amounts within one year or on account of "fraudulent misrepresentation", the insurance company is deemed to have found that the insured person is outside of the MIG for mathematical reasons;
12. As the amounts approved by SNIC through the "As per A. Nurse" signature per se have been due and owing since the 11th business day after April 6, 2023, and there is no evidence of any payment made to my previous physiotherapist and current physiotherapist, the amounts denoted in Invoice 1(B) to 1(E) include the sub-totals and carry over amounts;

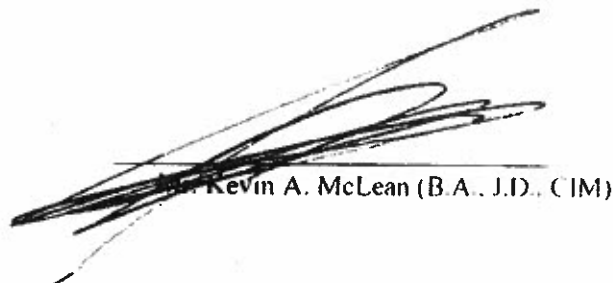
106

127

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number 8001013511506 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its (SNIC or TDHA) in an OCF-18 Part 13 et al

13. While it was represented to me one Mr. David Karat (ADR Specialist) with SNIC that the amounts paid to me or on behalf was the sum of \$2,850 in May 2024, Mr. Karat was incorrect. I have only received the sum of \$1499.98 as of today's date. Mr. Dhaliwal, PT. on behalf of TONP, confirmed with me that there was no record of any payment by SNIC or any insurance company to TONP. I have also confirmed with Rehab Mechanics that no payment was received by it for the amounts in the April 6, 2023, OCF-18. While I appreciate that Mr. Karat represented to me that he was not an adjuster per se and may have erred, I followed up with each of the adjusters known to me and none responded. I now believe this to be the case because none of the adjusters have access to the file of the First Insurer per se or do not wish to comment for fear of prejudicing themselves;
14. I am empathetic to the adjusters in this regard to some degree but there are a litany of outstanding amounts that have to be paid to the relevant persons on my behalf. As such, I have not the above for the benefit of the accounting department at SNIC or the First Insurer;
15. I will provide a copy of this affidavit in each envelope delivered to SNIC and TDHA. If the First Insurer is neither TDHA nor SNIC, I demand that the First Insurer contact me at the email of [redacted] and the payee herein to confirm the name of the First Insurer. Moreover, I ask that whomever the First Insurer was and is, that it update the HCAI portal to reflect an address that is consistent, accurate and precise so that any hard copies can be sent to it. At this time, all documents in this regard are being delivered to the head office for SNIC and TDHA as SNIC and TDHA have failed to respond;
16. I have alerted each and every relevant professional and service provider that is owed payment from SNIC or the First Insurer that there is the potential, without notice, that the back-end of HCAI may change to the name of the First Insurer and an accurate address in that regard; and
17. I also swear this affidavit to assist the accounting department of SNIC and the First Insurer in complying with their legal obligations on behalf of SNIC and the First Insurer (where reconciliation is required between the "two insurers" or perhaps more than two insurers). I swear that a copy of this affidavit may be provided to the relevant information technology department of the relevant insurer so that the back-end portal of HCAI is updated to reflect the current addresses of any and all insurers of which said IT department has authority, control and duties. Should both myself and the relevant persons at the relevant physiotherapy company(ies) not hear from the accounting department within five business days of delivery, I shall presume that there is no dispute as to the funds owing to it or them on my behalf. I swear this affidavit for no improper purpose and in support of Invoices 1(B) to (E), and reserve the right to rely on the same in the event of any further non-compliance by the relevant insurance companies.

Sworn before me at Toronto, Ontario
On this 13th day of August 2024



Mr. Kevin A. McLean (B.A., J.D., CIM)

607

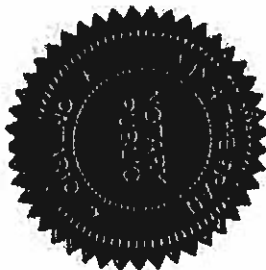
(120)

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013544306 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDILA], in an OCF-48 Part 13 et al



Vinh The Tran, Esq.

Ordinary & Extraordinary Attorney at Law, Family Practice
Commission of Superior Courts of Ontario - L2001 07619
100-639 Dundas Street, Toronto, Ontario, Canada M6H 1Y1
www.vinhtranlaw.com Email: vtr@vinhtranlaw.com T: 416 790 7160



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

109

129

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) (Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (F)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18 Part 13 et al

ENDNOTES

¹See: SPPA, section

²See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the Individual Named Insured (Artopoulos)

³As defined under UDAP Rule, ss. 1(1): "Claimant": "means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance.

⁴Distinguished from Meloche Monnex Inc., which is a CBCA incorporated company with a registered and records office of Markham McNabb Building

⁵See: SPPA, section 1(1) definition of license: registration or similar form of permission required by law:

⁶"Insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s.1(1) of the UDAP Rule);

⁷UDAP Rule, 1(1)(v)(c): "Contract of insurance" means:(c) for a contract of insurance not referred to in (a) or (b), has the meaning ascribed to "contract" in s. 1 of the Act; see: section 1(1) of Insurance Act (Ontario): "contract" means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

⁸(multiple 416 postal codes due to involuntary movement of Insured Automobile by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembridge Insurance Company ("Pembridge" or "Tort Insurer"))

⁹See: SNIC Response on January 25, 2024

¹⁰Abundance of caution whilst reserving all rights in fact and at law

¹¹(see: <https://ontariobusinessdir.com/company.php?id=61237>)

¹²Motion in May 2024 and then decided in late June 2024 and a further motion to clarify any issues arising from said order amending the style of cause and any and all documents issued by the Tribunal since January 2024. I am not citing the LAT Proceeding as it is not relevant per se and at this time to the historic, ongoing and future obligations that arise from this affidavit to be tendered and exclusively delivered to SNIC (claims advisors) and the First Insurer (not denied to be TDHA and subject to further evidence and admissions)

¹³One year after the Accident as determined by a physician (neurosurgeon) when reviewing the four different MRIs that I had since the Accident (please: Affidavits #1 to #4 which were attached to my filed pleading herein on December 24, 2023).

Return this form to:

Security National Insurance Company
101 The East Mall, Floor 6

ENBROKE
E1
ENBROKE

ATTACHMENT
#1 to
Invoice #1
(C)

Treatment and Assessment Plan (OCF-18)

Use this form for accidents that occur on or after, November 1, 1996

**Claim Number:	035325790-3
**Policy Number:	001013511806
Date of Accident: (YYYY-MM-DD)	2022-08-31

ambulance or other goods or services provided on an emergency basis not more than 5 business days after the accident

drugs prescribed by a regulated health professional

dental goods or services (submitted on the Standard Dental Claim Form)

goods referenced in s. 15(1)(d) to (f) and s. 16(3)(h) to (i) with a cost of \$250 or less per item

goods and services referenced in s. 15(1)(h) or 16(3)(l) if the insured agrees the expense is essential for the treatment or rehabilitation of the insured person with a cost of \$250 or less per item or service

If a Treatment and Assessment Plan (OCF-18) is not required to make the following claim:

If this is an impairment that comes within the Minor Injury Guideline applicable to the accident (for accidents that occurred on or after September 1, 2010) an OCF-23 Treatment Confirmation Form is required instead of this form.

To the Applicant:

Please provide information for the completion of Parts 1 and 2 and 3. After your regulated health professional has reviewed your Treatment and Assessment Plan with you, sign Part 10 and Initial Part 12.

Your regulated health professional complete all other parts of the form

Collection, use and disclosure of this information are subject to all applicable privacy legislation. Additional disclosure and consent may be required depending on the manner in which the information is used and disclosed.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:

*required if known
*at least one field in this section
*optional

To the Regulated Health Professional/Facility:

To the extent possible, this Treatment and Assessment Plan should include all goods and services contemplated by the regulated health professional referred to in Part 4.

A health practitioner (i.e. chiropractor, dentist, nurse practitioner, occupational therapist, optometrist, physician, physiotherapist, psychologist, speech language pathologist) must sign Part 4.

Complete Part 6 based on your most recent examination of the applicant named and return the form to the insurance company listed in Part 2. Please print clearly.

Consent: It is the responsibility of regulated health professionals to ensure that their collection, use and disclosure of information submitted are authorized by a consent form. Ontario Claims Form 5 (OCF-5) Permission to Disclose Health Information may be used as a consent form.

Part 1 Applicant Information

To be provided by the applicant

Date Of Birth (YYYY-MM-DD) 1983-03-25	Gender: ☒ Male ☐ Female	*Telephone Number
Last Name McLean		
First Name Kevin	***Middle Name	
Address 410-775 King Street West		
City Toronto	Province ON	Postal Code M5V 2K3

Part 2 Insurance Company Information

To be provided by the applicant

Insurance Company Name Security National Insurance Company		City or Town of Branch Office (if applicable) Elobooko
*Adjuster Last Name Nurse	*Adjuster First Name Alisha-Annie	
*Adjuster Telephone	Extension	*Adjuster Fax
**Name of Policy Holder same as Applicant ☒ OR:	**Policy Holder Last Name	*Policy Holder First Name

Part 3 Other Insurance Information

To be completed by the regulated health professional referred to in Part 5 with information from the applicant

OTHER INSURANCE: Is there other insurance coverage for any goods and services listed in this Treatment and Assessment Plan? I have made reasonable enquiries of the applicant and have determined that:		
☒ No There is no other insurance coverage identified for these goods and services ☐ Yes There is other insurance coverage that is potentially available to cover partially cover these goods and services.		
MOH	Is there Ministry of Health and Long-Term Care (MOH) coverage for any goods and services included in this plan? ☐ Yes ☐ No ☐ Not applicable	
Other Insurer 1	*Other Insurer Name	*Other Insurance Plan Or Policy Number
	*Name of Plan Member	*Other Insurer's Identify
Other Insurer 2	*Other Insurer Name	*Other Insurance Plan Or Policy Number
	*Name of Plan Member	*Other Insurer's Identify

**Part 4:
Signature of
Health
Practitioner**

**Treatment and
Assessment
Plan Certification**

Name of Health Practitioner Atthwala, Sanjay		College Registration Number 14875		You are a ☐ Chiropractor ☐ Dentist ☐ Nurse Practitioner ☐ Occupational Therapist ☐ Optometrist ☐ Physician ☒ Physiotherapist ☐ Psychologist ☐ Speech-Language Pathologist
Facility Name (if applicable) S. Atthwala Physiotherapy Professional Corporation				
HCAI Facility Registry Number (if applicable) 125128		FSCO Licence Number (if applicable) SP18851		
Service Address 68 Abell Street Unit #1				
City Toronto		Province ON	Postal Code M6J 0B1	
Telephone Number (416) 533-3900	*Extension	*Fax Number	*Email Address physio@rehabmechanics.com	

For accidents that occur on or after September 1, 2010:

Is this impairment predominantly a minor injury as referred to in the Minor Injury Guideline applicable to the accident? ☐ Yes ☒ No

If yes, select the applicable circumstance:

- ☐ Treatment under the Minor Injury Guideline has already been provided and additional treatment goods and/or services are required within the \$3,500 limit.
- ☐ The applicant has a pre-existing medical condition that was documented by me or another health practitioner before the accident and that will prevent the applicant from achieving maximal recovery from the minor injury if the applicant is subject to the \$3,500 limit or is limited to the goods and services authorized under the Minor Injury Guideline. Please provide an explanation and provide compelling evidence to support this recommendation.

Send any attachments directly to the insurer.

[illegible]

I ALSO UNDERSTAND that the above information is being furnished to you for your information only and that you are not to disseminate this information to any other person.

I ALSO UNDERSTAND that the Health Information is being provided by me on this or any other date, and that the Health Information is being provided by me on this or any other date, and that the Health Information is being provided by me on this or any other date.

I ALSO UNDERSTAND THAT I AM PROVIDING THE INFORMATION FOR THE PURPOSES OF:

- Investigating the claims of the applicants and interviewing them to determine the validity of their claims
- Obtaining of verifiable information relating to the applicant's claims and the circumstances surrounding the claims
- Recovering payments from members and others liable to contribute to the fund
- Identifying and securing the correct distribution of benefits to the members and their dependants
- Preventing cheating and fraud within the fund
- Compiling statistical data for government departments
- Assessing underwriting risks and claims experience

I ALSO UNDERSTAND THAT THE ABOVE INFORMATION IS NOT TO BE RELEASED TO THE PUBLIC OR TO ANY OTHER PERSONS WITHOUT THE WRITTEN CONSENT OF THE FBI.

[illegible]

I ALSO UNDERSTAND THAT _____ and therefore subscribe to the _____
the United Nations Charter, including its purposes and principles.

[illegible]

I UNDERSTAND THAT I have my own copy of this document.

I AM ALSO AWARE THAT THE PERSONS LISTED ON THE ATTACHED LIST ARE NOT THE ONLY PERSONS WHO MAY BE INVOLVED IN THE MATTER.

I CONFIRM THAT to the best of my knowledge and belief, the information contained in this statement is true and correct, and I have reviewed with the applicant the information contained in this statement and the applicant has agreed to the information contained in this statement and the applicant has agreed to the information contained in this statement.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT

[illegible]

I FURTHER UNDERSTAND THAT IT IS AN OFFENSE UNDER THE FEDERAL CRIMINAL CODE TO knowingly or recklessly
defraud or attempt to defraud an individual or institution by means of false or misleading statements or omissions,
and also to obtain or cause to be obtained money or goods and services that are provided for, furnished or rendered to
suppressing fraud

To obtain further information contact the nearest FBI office or call (800) 368-1071.

To obtain further information about the above program please contact the following:

Name of Month of Incident: February 1964

Attwala, Srinav

5. 1997年12月15日，在“97年中国最佳新闻人物”评选中，李瑞环名列榜首。

PRINT
Signature of
Regulated
Health
Professional

Professional and
Personal
Information
to be provided
by the
regulated health
professional
to the
insurer
to the
insurer
to the
insurer

DATE: 10/10/2010
TIME: 10:10

(133)

144

112

1-68 Mabel Street
Toronto
ON
M6T 0B1
416 333 3900
416 981 7117
physio@rehabmechanics.com

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED

I UNDERSTAND that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

I ALSO UNDERSTAND that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

I ALSO UNDERSTAND that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

I ALSO UNDERSTAND that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

- Investigating the claims of a regulated health professional
- Obtaining or verifying information about a regulated health professional
- Recovering payment for services provided by a regulated health professional
- Identifying and assessing the risks of a regulated health professional
- Preventing, detecting and suppressing fraud
- Complying with the requirements of the Insurance Act
- Assessing the financial health of a regulated health professional

I ALSO UNDERSTAND that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

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I ALSO UNDERSTAND that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

I CONSENT to you collecting, using and disclosing the information that I provide on this form to the insurer for the purposes of the Insurance Act.

I UNDERSTAND that I have read and understood the information on this form and I agree to provide the information requested on this form.

I AM ALSO AWARE that you, the insurer, are providing me with this form to collect information about me and my health. I understand that you are not providing me with this form to collect information about you and your business.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to provide false or misleading information to an insurer. I understand that it is an offence under the Insurance Act to provide false or misleading information to an insurer.

IF I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to provide false or misleading information to an insurer. I understand that it is an offence under the Insurance Act to provide false or misleading information to an insurer.

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**Part 6
Injury and
Sequelae
Information**

Provide a description (list most significant first) and associated ICD-10-CA code for complaints, injuries and sequelae that are the direct result of the automobile accident (refer to the user manual at <https://www.huminfo.ca> for ICD-10-CA coding information.)

Description	Code
Spondylolisthesis	M 43.1
Lumbar and other intervertebral disc disorders with radiculopathy	M 51.1
Postconcussional syndrome	F 07.2
Disorders of vestibular function	H 81
Injury of blood vessels of head, not elsewhere classified	S 09.0
Sprain and strain of sacroiliac joint	S 33.6

**Part 7
Prior and
Concurrent
Conditions**

a) Prior to the accident, did the applicant have any disease, condition or injury that could affect his/her response to treatment for the injuries identified in Part 6?

☒ No ☐ Unknown ☐ Yes (please explain)

If Yes to "a" above, did the applicant undergo investigation or receive treatment for this disease, condition or injury in the past year?

☐ No ☐ Unknown ☐ Yes (please explain and identify provider, if known)

b) Since the accident, has the applicant developed any other disease, condition or injury not related to the automobile accident that could affect his/her response to treatment for the injuries identified in Part 6?

☐ No ☐ Unknown ☒ Yes (please explain)

- patient continues to have periodic bleeding from left ear without any irritation. Patient will be having an MRI and CT to find the cause of the bleed.

Send any attachments directly to the insurer

**Part 8
Activity
Limitations**

a) Does the applicant's impairment(s) from the injuries identified in Part 6 affect his/her ability to carry out:

His/her tasks of employment ☐ Not employed ☐ No ☐ Unknown ☒ Yes

His/her activities of normal life ☐ No ☐ Unknown ☒ Yes

b) If Yes to either of the questions above, briefly describe the activities limited by the impairment and their impacts on the applicant's ability to function:

- patient struggles with upright positions for long periods, persistent back pain and poor core control. Patient also find that his memory and concentration looks to be affected when performing long concentration tasks.

c) If the applicant is unable to carry out pre-accident employment activity, is the employer able to provide suitable modified employment to the applicant?

☐ Not employed ☐ Yes ☒ Unknown ☐ No (please explain)

**Part 9
Plan Goals,
Outcome
Evaluation
Methods and
Barriers to
Recovery**

135 114 388
a) Goals:
(i) Identify the goal(s) in regard to the applicant's impairment(s), symptom(s) or pathology that this Treatment and Assessment Plan seeks to achieve

- ☒ pain reduction ☒ increased range of motion
☒ increase in strength ☐ other(s)/not applicable (please specify)

and
(ii) Select the functional goal(s) that this Treatment and Assessment Plan seeks to achieve

- ☒ return to activities of normal living ☐ return to pre-accident work activities
☒ return to modified work activities ☐ other(s)/not applicable (please specify)

b) Evaluation:

(i) How will progress on the goal(s) in a (i) and a (ii) be evaluated?

- vestibular testing, balance testing, low back disability scale strength testing

(ii) If this is a subsequent Treatment and Assessment Plan, what was the applicant's improvement at the end of the previous plan based on your evaluation method?

patient has not been treated by physio prior

Send any attachments directly to the insurer

c) Barriers to recovery:

(i) Have you identified any other barriers to recovery?

☐ No ☒ Yes (please explain)

- bleeding from ear needs more tests to determine cause
- significant spondyloisthesia

(ii) Do you have any recommendations and/or strategies to overcome these barriers?

☐ No ☒ Yes (please explain)

- tests to determine nature of bleed
- continued core and increased activity based therapy

d) Concurrent Treatment:

Are you aware if any concurrent treatment that is not included in this Treatment and Assessment Plan will be provided by any other provider/facility?

☒ No ☐ Yes (please explain)

Part 10
Signature of
Applicant

Must be completed
unless waived by
insurer

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information about me that is related to my claims for accident benefits arising out of the accident referenced in this Treatment and Assessment Plan, and that all such information will be collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan prepared by my health care provider(s).

I ALSO UNDERSTAND that if I am the holder of an automobile insurance policy, you, and persons acting for you, will collect the information related to this claim that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information described above will be collected and used only as reasonably necessary for the purposes of

- Investigating my claims and processing my claims as required by law, including the Ontario Automobile Policy
- Obtaining or verifying information relating to my claims in order to determine entitlement and the proper amount of payment,
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with my claims,
- Identifying and analyzing the nature and costs of goods and services that are provided to automobile accident victims by health care providers,
- Preventing, detecting and suppressing fraud,
- Compiling anonymized statistics for government agencies, and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations who may collect and use this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers; insurance adjusters, agents and brokers, employers; health care providers; hospitals; accountants; financial advisors; solicitors; organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other insurance companies; the police; databases or registers used by the insurance industry to analyze and check information provided against existing information; and my agents or representatives as designated by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources and may analyze this information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information related to this Treatment and Assessment Plan in the manner described above, but no more of such information than is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with my insurance company representative or legal advisor before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to others without my knowledge or consent.

I have reviewed and agree with this Treatment and Assessment Plan. I understand that payment for this Treatment and Assessment Plan is subject to the approval of the insurer.

In the event that my insurer does not agree to pay for all the goods and services contemplated in this Treatment and Assessment Plan I understand that an examination may be required to determine my eligibility to the goods and services outlined in this Treatment and Assessment Plan.

In the event that an examination is requested, I authorize my insurer and my health care providers to give the person identified by the insurer to review this application only such information relating to my health condition, treatment and rehabilitation received as a result of the accident, as is reasonably required for the purpose of determining my eligibility to benefits.

As required by law, a copy of the examination report as well as the insurance company's determination will be sent to me.

Subject to the Statutory Accident Benefits Schedule, in those circumstances where prior approval is required, I understand that if I undertake any of the proposed services prior to approval by the insurer, I may be responsible for payment to my provider for any of the services rendered on my behalf.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation to an insurer under a contract of insurance.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood, or other dishonest act to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims, identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.lic.ca/en/privacy-terminology.asp>.

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company listed in Part 2.

Name of Applicant or Substitute Decision Maker (please print)	Signature of Applicant or Substitute Decision Maker	Date (YYYY-MM-DD)
McLean, Kevin		2024-02-01

(137) (116)

Applicant Name: McLean, Kevin	OCF-18	Policy Number: 001013511806
Provider Name: Attwala, Sanjay		Claim Number: 035325790-3
Provider Fax:		Date of Accident: 2022-08-31

**Part 11
Health Care
Providers**

Provider Reference	Provider Type	Provider		Regulated (College Registration Number)	Unregulated (If applicable, or blank)	Hourly Rate (if applicable)
		Last Name	First Name			
A	PT	Attwala	Sanjay	14675		

**Part 12
Proposed
Goods or
Services
Requiring
Insurer
Approval**

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan

G/S Ref	Description	Code	Attribute	Provider Ref	Estimated			Projected	
					Quantity	Measure	Cost	Total Count	Total Cost
1	"Assessment (examination), total body"	2.ZZ.02		A	1	PR	125.90	1	125.90
2	Therapy, multiple body sites	1.ZX.12		A	1	PR	99.75	32	3192.00
Estimated duration of this Plan:				10 Weeks		Sub-total		33	3317.00
*How many visits have you already provided				8 *visits		Minus MOH			0.00
Note : *Refer to the User Manual coding guidelines posted at https://www.hcscinfo.ca Attributes codes are used to further qualify the service codes and are described in the manual Payment by auto insurer is secondary to available collateral benefits.						Minus Other Insurer 1 + 2			0.00
						Tax (if applicable)			0.00
						Auto Insurer Total:			3317.00
Applicant or Substitute Decision Maker confirms consent to proposed goods and services									Initials

*Please indicate any additional comments regarding proposed goods and services

Are there any attachments?

☐ Yes ☒ No

If Yes, how many?

Send any attachments directly to the insurer

**Part 13
Signature of
Insurer**

☐ ***I waive the requirement of the Applicant's signature

I have reviewed the Treatment and Assessment Plan and based upon the information provided, I:

☐ Approve this Treatment and Assessment Plan

☐ Partially approve

☒ Do not approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this Treatment and Assessment Plan, give the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer will or will not pay

Name of Adjustor (please print)

Persaud, Carol

Signature of Adjustor

Date (YYYY-MM-DD)

2024-02-20

To the Insurer: Please provide a copy of this page to the applicant, the Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5.

Note: The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee should be billed to the insurer directly. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and other charges that have been approved and are payable under this Treatment and Assessment Plan.

FEB 20 2024

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2024 → APRIL

INVOICE 1(CD) → MICHELLE

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SECURITY NATIONAL INSURANCE COMPANY (SNIC) 304 THE EAST MALL, FLEMING ETORBICOKE, ONTARIO M9B 6E2

Auto Insurance Standard Invoice (OCF-21)

Claim Number 035325790-3 Policy Number 001013511806 Date of Accident 2022-08-31

MUST UPDATE IN HEAD (IMPOSSIBLE TO SEND TO) DELIVERED TO HEAD OFFICE SNIC TOHNA TSNA1063 To be used for medical and rehabilitation goods and services that are payable by an automobile insurer. The User Manual for completion of the form and its versions may be found at www.hcainfo.ca Confidentiality Collection, use and disclosure of this information are subject to all applicable privacy legislation As indicated on the form, all attachments are sent directly to the insurer All fields must be completed subject to the following exceptions *required if known **at least one field in this section ***optional

Part 1 Applicant Information Date of Birth 1983/03/25 Last Name McLEAN First Name KEVIN Address 410-775 KING STREET WEST City TORONTO ON MSN 2K3

Part 2 Insurance Company Information Company Name SNIC (FSNA Reg # 397) Adjuster Last Name MICHELLE Adjuster Telephone BEV Name of Policyholder same as Applicant OR ARTOPOULOS NICOLE NONE PROVIDED (YET MICHELLE CLAIMS TO BE SNIC AGENT)

Part 3 Invoice Information Invoice Number 1(CD) First Invoice Type of Plan or Minor Injury Guideline Treatment and Assessment Plan OCF-15 Plan Date 2021/04/14 Plan Number NIA Minor Injury Guideline Attach Version A or B

INVOICES 1(A) 1(CA) 1(CC) \$2,415.48

Agreed and consented Email Communication Protocol McLean and SNIC 23, 2024

Despite requests for months from Ms. Michelle for a copy of a notice and signed OCF-18, Part 13, last page, she has refused, failed and neglected to provide the same. As such, SNIC (or First Insurer) is required to pay the amount of \$3,317.00 with SABS interest since April 19, 2024.

(see: SABS, ss. 30(1) @ 11) see: 38(15) for due date of this

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Effective date (2016-10-01) © Queen's Printer for Ontario 2016
FSCO 1208E 5

OCF-21 - Version B - page 2

Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an CCE-18. They may be used, at the discretion of the provider for billing any goods or services except for Minor Injury Guidelines (use Version C - pages 2 and 3).

Injuries and Sequelae	
Description	Code
SEB. OCS - 12/23	
APRIL 6, 2023	
SHALIMAKI	
SEB 11/20/20	

Every detail is not required if they are the same as those on a previously approved plan.
 Refer to the User Manual.

Providers		
Ref	Type	Last Name
A	PT	MINNER
B		
C		
D		
E		
F		

Provider details are not available for the following providers:

Injury details are not required if they are the same as those on a previously approved plan.
Refer to the User Manual at www.hcinfo.ca for coding.

Provider details are not required if they are the same as those on a previously approved plan.
 * Refer to the User Manual at www.hca.wa.gov for coding.

Date of Service		Description	Code	Attribute	Provider Reference	Quantity	Measure	Tax (✓)	Cost
MM	DD								
		SIC: 06F ✓ 18 SAB: 534 (0) SIC: (114)							
Sub-Total									

Sub-Total

¹⁰ For example, $\mathbb{R}^n$ is a vector space over $\mathbb{R}$ and $\mathbb{C}$.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an OCF-19. They may be used at the discretion of the provider for billing any goods or services except for minor injury guideline (see Version C - pages 2 and 3).

OTHER INSURANCE: I have made reasonable enquiries of the claimant and have determined that

☒ **NO** There is no other insurance coverage identified for these goods and services ☐ **YES** There is other insurance coverage that is potentially available to cover partially cover these goods and services.

Is there Ministry of Health and Long-Term Care (MOH) coverage for goods and services included in this invoice?

☐ **Yes** ☐ **No** ☐ **Not applicable**

*Other Insurer Name _____ *Other Insurance Plan/Policy Number _____

*Name of Plan Member _____ *Other Insurer's Identifier _____

*Other Insurer Name _____ *Other Insurance Plan/Policy Number _____

*Name of Plan Member _____ *Other Insurer's Identifier _____

Other Insurance details are not required if they are the same as those on a pre-approved plan.

Enter amounts that have or will be paid by "other" insurers, which will be deducted from this invoice total.		Enter amounts assigned to "other" insurers on prior invoices that were not paid. Amount will be added to this invoice total.	
MOH		MOH	
Chiropractic:	Insurer 1	Insurer 1	Insurer 2
Physiotherapy			
Massage Therapy			
Other Service Type			
Total:			
*Please Specify Other Service Type			

prior 2 invoices
 invoice 1 (A) =
 invoice 1 (B) =
 invoice 1 (C) =

Account Activity since Last Invoice
 (if interest is being charged)

*Prior Balance \$8384.51
 *Payment Received from Auto Insurer \$0
 *Overdue Amount \$8384.51

*The insurer shall pay interest on overdue outstanding balances as required by the Standard Accident Benefits Schedule

Sub-Total: \$3317.00
 MOH: \$0
 Other Insurer 1+2: \$0
 Tax (if applicable): \$0
 Interest: \$134.68
 Auto Insurer Total: \$3451.68
 \$11836.19

For insurer's use only

Make cheque payable to **S. ATTWALA PHYSIOTHERAPY PROFESSIONAL CORPORATION**

Reviewed By _____
 Approved By _____
 Payee Name _____
 Payment Amount _____

Are there any attachments? ☐ Yes ☒ No If yes, how many? **2**
 Send any attachments directly to the insurer

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(142)

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPP) (DBA Rehab Mechanics) (Mr. Kevin A. McLean, which is to be appended to an OCT-21 (invoices 1(B) and (1)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster or its [SNIC or TDIA] in an OCT-21, Part 13 et al

Affidavit of Kevin A. McLean

Re: In a matter under the *Insurance Act*, *Statutory Accident Benefits Schedule*, (O Reg 34/10 ("SABS"), Reg 283, and *UDAP Rule* and *FSRA Forms* including requirements of insurers registered with HCAI

- i. **Jurisdiction: Provincial (Ontario)**
- ii. **Statute¹, regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** *Insurance Act*, R.S.O., 1990, c 18 et seq ("Insurance Act" or "Ins. Act")
 - b. **Governing Automobile Provincial Regulations:** SABS, Reg 283 and Reg 664
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see: as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance, January 30, 2024 ("UDAP Rule"))
- iii. **Contractual particulars:**
 - a. **"Named Insureds":**
 - i. BMW Financial Services Inc. (A Division of BMW Canada Inc.) (defined as "BMW FS Inc" and
 - ii. Nicole Artopoulos (B.A., M.A.) ("McLean Spouse" or "Individual Policyholder")
 - b. **Insured Automobile:** BMW 3 Series Xi Drive 2019 4DR AWD
 - c. **Lessee:** Ms. Nicole Artopoulos
 - d. **Lessor:** BMW FS Inc.
 - e. **Insured Person² resident in Ontario (G Driver):** Mr. Kevin A. McLean (B.A., J.D., CMA) ("McLean", "Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Driver", "Appellant", Applicant", or "Claimant");
 - f. **"Broker":** Meloche Monnex Financial Services Inc.⁴ (the "Broker" or "Agent" or "MMFSI")
 - g. **Underwriter/Insurer ('contract of insurance' in the Insurance Policy)**
 - i. Security National Insurance Company (FSRA Insurance Registration #397);
 - ii. Head office: 50 Boulevard Crémazie O. Etage 12, Montreal, QC H2P 1B6, Canada;
 - iii. Underwriter address in Ontario: 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 3H5
 - h. **Insurance⁶ Policy #:** #001013511806 (the "Insurance Policy", "Insurance Contract" or "Insurance Policy #806")
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex:** Alumni And Professional Program (the "AP Program")
 - j. **The Trade Name of "TD Insurance Meloche Monnex"**
 - i. Trademark word holder of "TD Insurance": The Toronto-Dominion Bank ("TD Bank")
 - ii. Trademark word holder of "Meloche Monnex": Meloche Monnex Inc. ("MMI"), a CBCI incorporated company,
 - k. **Combined Name with two distinct trademarks for two different insurance programs:** "TD Insurance Meloche Monnex"
- iv. **The "Accident" or "MVA":**
 - a. **Date of Loss:** August 31, 2022 ("DOL" or "Date Of Loss")
 - b. **Location of Loss:** 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue, Toronto, Ontario)
 - c. **Police File Number (North York Reporting Collision Centre):** Affidavit #3, Exhibit "A"

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) (Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its (SNIC or TDIA), to an OCF-18, Part 13 et al

v. **Information Provided by SNIC after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**

a. **TD Insurance Claim based number: 035325790⁹**

i. **Exposure numbers known to Mr. McLean:**

1. **TD Insurance Claim # for Appellant: 035325790-3 ("TD Claim #3")**

a. **Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 035325790-3 (the "Undisclosed TD Claim Number" or "Fictitious TD Claim Number")**

ii. **Policy number: same as above**

b. **Insureds: Nicole Artopoulos and BM FS Inc.**

c. **Sole Address: Security National Insurance Company, 101 McNabb Street, 2nd Floor, Markham Ontario, L3R 4H8 ("Markham McNabb Building" or "SNIC Markham")**

d. **Telephone: 1-877-855-3767**

e. **Sole Facsimile Number: 416.774.3120**

f. **Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse;**

g. **Website: www.melochemonnex.com**

vi. **Reg 283:**

a. **Date of delivered Completed Application by McLean to the 416 Fax Number: October 13, 2022;**

b. **Expiry date for the recipient insurer of the Completed Application to dispute its duty to respond and pay any and all benefits pursuant to SABS: January 10, 2023;**

vii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the "Dhaliwal OCF-18"):**

a. **Address: Markham McNabb Building;**

b. **Fax number: 416 Fax Number;**

viii. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HCAI and other particulars:**

a. **Submitter: Manginder Dhaliwal, PT (college registration number: 11856)**

b. **Address: 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario, M9B 6E2 ("Etobicoke East Mall Address" or "Etobicoke Address")**

ix. **The Fax Number for the East Mall Address:**

a. **Fax Number (East Mall): 416-233-9171 (the "Etobicoke Fax Address")**

x. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and "adjuster" (absent her signature as language was printed as "As per A. Nurse"):**

a. **Address: SNIC Markham;**

b. **Adjuster: Ms. Alisha-Anne Nurse;**

c. **Alleged signature under required field of OCF-18, Part 13: "As per A. Nurse" with "K. H." above**

xi. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023):**

a. **Address: 5045 South Service Road, Burlington, ON L7L 5Y7 ("Burlington Address")**

b. **New fax number: 905-315-1074 ("905 Fax Number") [nota bene: fax number regularly blocked or rejected faxes]**

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number 00010135113000 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its (SNIC or TDHA) in OCF-18 Part 13 et al

xii. *The current evidence¹⁰ involving the 416 Fax Number regarding the Completed Application delivered to the 416 Fax Number (October 13, 2022):*

- a. *416 are code: Toronto;*
- b. *Prefix 774: Victoria Park Building (also known as the "Spark Building")*
- c. *Last four digits of 3120 (location in the Victoria Park Building): 4th floor.*
- d. *Telecommunications provider for the 416 Fax Number: Bell Canada Inc. (not Bell Mobility);*
- e. *Publicly listed user/owner of the 416 Fax Number from August 2022 to present: TD Home And Auto Insurance Company (TDHA);*
- f. *Physical Location of the grounded 416 Fax Number: 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the "Victoria Park Building");*
- g. *VP Building:*
 - i. *Property manager: Colliers International;*
- h. *Listed "Lead Tenants" at the Victoria Park Building: "TD Insurance" (colloquial)*
- i. *Current listed fax owner for the 416 Fax Number: TDHA¹¹*

xiii. *Address provided by SNIC in the SNIC Response (January 25, 2024):*

- a. *Physical address: Markham McNabb Building;*
- b. *Signatory for SNIC: Mr. David Karat, ADR Specialist;*
- c. *Filer of SNIC Response: Mr. Karat;*
- d. *Server of the SNIC Response: Mr. Karat;*
- e. *Fax number: NONE;*

xiv. *Address for TD General Insurance Company, FSRA registration number 353 ("TDGI") in the LAT Proceeding prior to its removal after my successful motions¹²:*

- a. *Physical address: the Victoria Park Building (9th floor);*

xv. *The precise location of the 416 Fax Number in the Victoria Park Building:*

- a. *As of 2007, the 416 Fax Number was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the 4th FLOOR of the Victoria Park Building (North York, Toronto, Ontario;*

Re #3: Invoices 1(B) to 1(E) for each OCF-18 from the relevant dates therein

I, Kevin Alexander McLean, Disabled¹³ (B.A., J.D., CIM) of Toronto, Ontario, SWEAR THAT:

1. I am the deponent or affiant (also defined as "Insured Person", "Disabled Individual" and/or "CAT Impaired Individual") herein and I swear, under the pains and penalties of perjury, the following facts to be true;
2. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise. When I have used the expressions (including any permutations) of "in my view", "in my opinion", or "belief", I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact.

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(145)

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18, Part 13 et al

3. I swear that I am relying on strict compliance with all laws until I have received any and all benefits, in accordance with SABS and Reg 283, and that will remain until further notice from me in duly executed and witnessed form. I do not intend to waive my right to rely on strict compliance with the aforementioned Reg 283 and SABS. As such, SNIC and the **First Insurer** and any other relevant persons are again on notice of the same;
4. I swear this Affidavit for no improper purpose and to be attached to Invoice 1(B) to 1(E) after they are signed by Mr. Attwala, PT, on behalf of Rehab Mechanics in relation to the services provided to be provided to me which were submitted through HCAI to SNIC (but with an inactive address or not an address ever of SNIC) per se (see: East Mall Address) under TD Claim #3 and the Insurance Policy denoted herein in the header;
5. I have requested copies of signed OCF-18, Part 13, from each and every adjuster for Invoices 1(A) to 1(E) and they have not responded to me at all. I can provide SNIC or the First Insurer with a copy of my faxes and emails to confirm the same in the event that Ms. Nurse (Invoice 1(A): already delivered to SNIC and TDHA), Ms. Persaud (Invoices 1(B) and 1(C)) and Ms. Michie (Invoices 1(D) and 1(E)) dispute the same;
6. I repeat and rely upon the **Email Communication Protocol** denoted in my affidavit attached to Invoice 1(A) which was delivered to SNIC and TDHA as of last week at the head office location for each in separate envelopes;
7. I have not received even a response from Ms. Persaud regarding the OCF-18's attached to Invoice 1(B) and 1(C);
8. I have not received a response from Ms. Michie regarding the OCF-18's attached to Invoice 1(D) and 1(E);
9. I believe that alleged Ms. Nurse signature on April 20, 2023, was because Ms. Nurse could not sign on behalf of SNIC as she knew, when I did not and my physiotherapist at the time did not (which I was informed of the same by him and verily believe to be true) that the First Insurer was NOT SNIC. For the same reasons and knowing or believing that the "As per A. Nurse" purported signature (albeit printed) was not a valid signature, Ms. Persaud and Ms. Michie did not sign the requisite parts of those OCF-18's on the dates therein;
10. I repeat and rely upon my evidence, which I swore in October 2023, and one year after the last payment that I received, which denoted "Security National Insurance Com..." which was on or around April 6, 2023, that the sum of monies that I received to said **Beneficiary Bank Account** was \$1499.98. At no time has SNIC or any insurance company demanded repayment of the same on account of error or otherwise. I note that SABS has a one-year time limit to do so which expired on April 6, 2024;
11. As the sum of monies paid and approved alone (without even delving into that which was and is payable under medical/rehab benefits) by SNIC as of April 2023 exceeded \$3,500.00. I note that SABS and relevant jurisprudence confirms that where an insured person or injured person, without the relevant insurance company seeking return of any of those paid amounts within one year or on account of "fraudulent misrepresentation", the insurance company is deemed to have found that the insured person is outside of the MIG for mathematical reasons;
12. As the amounts approved by SNIC through the "As per A. Nurse" signature per se have been due and owing since the 11th business day after April 6, 2023, and there is no evidence of any payment made to my previous physiotherapist and current physiotherapist, the amounts denoted in Invoice 1(B) to 1(E) include the sub-totals and carry over amounts;

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #C010155112006 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its (SNIC or TDHA) in an OCF-18. Part 13 et al

13. While it was represented to me one Mr. David Karat (ADR Specialist) with SNIC that the amounts paid to me or on behalf was the sum of \$2,850 in May 2024. Mr. Karat was incorrect. I have only received the sum of \$1499.98 as of today's date. Mr. Dhaliwal, PT. on behalf of TONP, confirmed with me that there was no record of any payment by SNIC or any insurance company to TONP. I have also confirmed with Rehab Mechanics that no payment was received by it for the amounts in the April 6, 2023. OCF-18. While I appreciate that Mr. Karat represented to me that he was not an adjuster per se and may have erred, I followed up with each of the adjusters known to me and none responded. I now believe this to be the case because none of the adjusters have access to the file of the First Insurer per se or do not wish to comment for fear of prejudicing themselves;
14. I am empathetic to the adjusters in this regard to some degree but there are a litany of outstanding amounts that have to be paid to the relevant persons on my behalf. As such, I have not the above for the benefit of the accounting department at SNIC or the First Insurer;
15. I will provide a copy of this affidavit in each envelope delivered to SNIC and TDHA. If the First Insurer is neither TDHA nor SNIC, I demand that the First Insurer contact me at the email of [redacted] and the payee herein to confirm the name of the First Insurer. Moreover, I ask that whomever the First Insurer was and is, that it update the HCAI portal to reflect an address that is consistent, accurate and precise so that any hard copies can be sent to it. At this time, all documents in this regard are being delivered to the head office for SNIC and TDHA as SNIC and TDHA have failed to respond;
16. I have alerted each and every relevant professional and service provider that is owed payment from SNIC or the First Insurer that there is the potential, without notice, that the back-end of HCAI may change to the name of the First Insurer and an accurate address in that regard; and
17. I also swear this affidavit to assist the accounting department of SNIC and the First Insurer in complying with their legal obligations on behalf of SNIC and the First Insurer (where reconciliation is required between the "two insurers" or perhaps more than two insurers). I swear that a copy of this affidavit may be provided to the relevant information technology department of the relevant insurer so that the back-end portal of HCAI is updated to reflect the current addresses of any and all insurers of which said IT department has authority, control and duties. Should both myself and the relevant persons at the relevant physiotherapy company(ies) not hear from the accounting department within five business days of delivery, I shall presume that there is no dispute as to the funds owing to it or them on my behalf. I swear this affidavit for no improper purpose and in support of Invoices 1(B) to (E), and reserve the right to rely on the same in the event of any further non-compliance by the relevant insurance companies.

Sworn before me at Toronto, Ontario
On this 13th day of August 2024



Kevin A. McLean (B.A., J.D., CIM)

(147)

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013514206 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its (SNIC or "First Insurer") OCF-1's Part 13 et al



Vinh The Tran, Esq.

Barreau du Québec, Avocat en Droit des Personnes
Associations of Health/Wellness etc., L2021 127911
100-639 Queen Street, Toronto, Ontario, Canada M6H 4A1
vtr@vinhtran.com www.vinhtran.com
T 416 598-7599



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

(148)

(29)

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (F)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-21, Part 13 et al

ENDNOTES

¹See: SPPA, section

²See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the **Individual Named Insured** (Artopoulos)

³As defined under UDAP Rule, ss. 1(1): "Claimant": "means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance.

⁴Distinguished from Meloche Monnex Inc., which is a CBCA incorporated company with a registered and records office of Markham McNabb Building

⁵See: *SPPA*, section 1(1) definition of license: registration or similar form of permission required by law;

⁶"Insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s.1(1) of the UDAP Rule);

⁷UDAP Rule, 1(1)(v)(c): "Contract of insurance" means: (c) for a contract of insurance not referred to in (a) or (b), has the meaning ascribed to "contract" in s. 1 of the Act; see: section 1(1) of *Insurance Act* (Ontario): "contract" means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

⁸(multiple 416 postal codes due to involuntary movement of **Insured Automobile** by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembridge Insurance Company ("Pembridge" or "Tort Insurer"))

⁹See: SNIC Response on January 25, 2024

¹⁰Abundance of caution whilst reserving all rights in fact and at law

¹¹(see: <https://ontariobusinessdir.com/company.php?id=61237>)

¹²Motion in May 2024 and then decided in late June 2024 and a further motion to clarify any issues arising from said order amending the style of cause and any and all documents issued by the Tribunal since January 2024. I am not citing the LAT Proceeding as it is not relevant per se and at this time to the historic, ongoing and future obligations that arise from this affidavit to be tendered and exclusively delivered to SNIC (claims advisors) and the First Insurer (not denied to be TDHA and subject to further evidence and admissions)

¹³One year after the Accident as determined by a physician (neurosurgeon) when reviewing the four different MRIs that I had since the Accident (please: Affidavits #1 to #4 which were attached to my filed pleading herein on December 24, 2023).

2024 → APRIL

SSI INVOICE 1(0) 128

Return this form to:

Security National Insurance Company
304 The East Mall, Floor 6

Etobicoke
ON
M9B 6E1

Attachment to
Invoice #1(0)

**Treatment and Assessment Plan
(OCF-18)**

Use this form for accidents that occur on or after November 1, 1996.

*Claim Number: 035325790.3

*Policy Number: 001013511806

Date of Accident:
(YYYY-MM-DD) 2022-08-31

NOTE: A Treatment and Assessment Plan (OCF-18) is not required to make the following claims:

- ambulance or other goods or services provided on an emergency basis not more than 5 business days after the accident
- drugs prescribed by a regulated health professional
- dental goods or services (submitted on the Standard Dental Claim Form)
- goods referenced in s.15(1)(d) to (f) and s.16(3)(h) to (j) with a cost of \$250 or less per item
- goods and services referenced in s.15(1)(h) or 16(3)(l) if the insurer agrees the expense is essential for the treatment or rehabilitation of the insured person with a cost of \$250 or less per item or service

If this is an impairment that comes within the Minor Injury Guideline applicable to the accident (for accidents that occurred on or after September 1, 2010) an OCF - 23 Treatment Confirmation Form is required instead of this form.

To the Applicant:

Please provide information for the completion of Parts 1 and 2 and 3. After your regulated health professional has reviewed your Treatment and Assessment Plan with you, sign Part 10 and initial Part 12.

Your regulated health professional complete all other parts of the form.

Collection, use and disclosure of this information are subject to all applicable privacy legislation. Additional disclosure and consent may be required depending on the manner in which the information is used and disclosed.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:

- *required if known
- *at least one field in this section
- ***optional

To the Regulated Health Professional/Facility:

To the extent possible, this Treatment and Assessment Plan should include all goods and services contemplated by the regulated health professional referred to in Part 5

A health practitioner (i.e., chiropractor, dentist, nurse practitioner, occupational therapist, optometrist, physician, physiotherapist, psychologist, speech language pathologist) must sign Part 4.

Complete Part 6 based on your most recent examination of the applicant named and return the form to the insurance company listed in Part 2. Please print clearly.

Consent: It is the responsibility of regulated health professionals to ensure that their collection, use and disclosure of information submitted are authorized by a consent form. Ontario Claims Form 5 (OCF-5) *Permission to Disclose Health Information* may be used as a consent form.

**Part 1
Applicant
Information**

To be provided by the applicant

Date Of Birth (YYYY-MM-DD)
1983-03-25

Gender: ☒ Male ☐ Female

*Telephone Number Extension

Last Name

McLean

First Name

Kevin

***Middle Name

Address

410-775 King Street West

City

Toronto

Province

ON

Postal Code

M5V 2K3

**Part 2
Insurance
Company
Information**

To be provided by the applicant

Insurance Company Name
Security National Insurance Company

City or Town of Branch Office (if applicable)
Etobicoke

*Adjuster Last Name
Nurse

*Adjuster First Name
Alisha-Annie

*Adjuster Telephone

Extension

*Adjuster Fax

**Name of Policy Holder same as

Applicant ☒ OR:

**Policy Holder Last Name

*Policy Holder First Name

**Part 3
Other Insurance
Information**

To be completed by the regulated health professional referred to in Part 5 with information from the applicant

OTHER INSURANCE: Is there other insurance coverage for any goods and services listed in this Treatment and Assessment Plan?
I have made reasonable enquiries of the applicant and have determined that:

☒ No

There is no other insurance coverage identified for these goods and services

☐ Yes

There is other insurance coverage that is potentially available to cover/partially cover these goods and services.

MOH

Is there Ministry of Health and Long-Term Care (MOH) coverage for any goods and services included in this plan?

☐ Yes

☐ No

☐ Not applicable

Other Insurer

1

*Other Insurer Name

*Name of Plan Member

*Other Insurance Plan Or Policy Number

*Other Insurer's Identifier

Other Insurer

2

*Other Insurer Name

*Name of Plan Member

*Other Insurance Plan Or Policy Number

*Other Insurer's Identifier

**Part 4
Signature of
Health
Practitioner**

Treatment and
Assessment
Plan Certification

Name of Health Practitioner Attwala, Sanjay			College Registration Number 14675		You are a: ☐ Chiropractor ☐ Dentist ☐ Nurse Practitioner ☐ Occupational Therapist ☐ Optometrist ☐ Physician ☒ Physiotherapist ☐ Psychologist ☐ Speech-Language Pathologist
Facility Name (if applicable) S. Attwala Physiotherapy Professional Corporation					
HCAI Facility Registry Number (if applicable) 125128			FSCO Licence Number (if applicable) SP18851		
Service Address 68 Abell Street Unit #1					
City Toronto		Province ON	Postal Code M6J 0B1		
Telephone Number (416) 533-3900		*Extension	*Fax Number	*Email Address physio@rehabmechanics.com	
For accidents that occur on or after September 1, 2010: Is this impairment predominantly a minor injury as referred to in the Minor Injury Guideline applicable to the accident? ☐ Yes ☒ No If yes, select the applicable circumstance: ☐ Treatment under the Minor Injury Guideline has already been provided and additional treatment goods and or services are required within the \$3,500 limit. ☐ The applicant has a pre-existing medical condition that was documented by me or another health practitioner before the accident and that will prevent the applicant from achieving maximal recovery from the minor injury if the applicant is subject to the \$3,500 limit or is limited to the goods and services authorized under the Minor Injury Guideline. Please provide an explanation and provide compelling evidence to support this recommendation. Send any attachments directly to the insurer					

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TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED.

I UNDERSTAND that you, and persons acting for you, will collect business, personal and personal health information that is related to the coverage, claims, accident benefits arising out of the accident referenced in this Treatment and Assessment Plan and that all such information will be collected and used only from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan required by the

I ALSO UNDERSTAND that as the health practitioner for the applicant that you, and person acting for you, will collect information related to the information provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary with the applicant's consent for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law, including the Ontario Automobile Policy;
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the proper amount of any benefit;
- Recovering payment from insurers and others liable in law for amounts that you pay in connection with the applicant's claims;
- Identifying and analysing the nature and costs of goods and services that are provided to automobile accident victims by health care providers;
- Preventing, detecting and suppressing fraud;
- Compiling anonymized statistics for government agencies; and
- Assessing underwriting risks and claims experience.

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations, where they may have a legitimate need for information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers, insurance adjusters, agents and brokers; employers, health care providers, hospitals, accountants, financial advisors, solicitors, organizations that consolidate claims and underwriting information for the insurance industry, fraud prevention organizations; other insurance companies. The police, coroners, registers used by the insurance industry to analyze and check information provided against existing information, and my agents or representatives as required by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources who may have collected the same information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing information relating to this Treatment and Assessment Plan in the manner described above, which will be limited to information that is reasonably necessary to meet the legitimate purpose of such collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent I am free to consult with the insurance company representative or legal advisors to whom I am given this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to others without my explicit, specific consent.

I CONFIRM THAT, to the best of my knowledge, the information in this Treatment and Assessment Plan is accurate, the Treatment and Assessment Plan has been reviewed with the applicant by the regulated health professional in Part 5, and the goods and services contemplated are reasonable for the nature and extent of treatment and rehabilitation of the applicant for the injuries identified in Part 6.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation in connection with a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with a licence and or conduct in the act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from an administrative monetary penalty to prosecution under the Provincial Offences Act.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood, or other dishonest means, to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims, identifying and analysing the nature, effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about privacy related issues please contact the Privacy Officer for the insurance company listed in Part 2.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit www.ontario.ca/privacy or www.ontario.ca/terminology.

Name of Health Practitioner (please print)

Atthala, Sanjay

Signature of Health Practitioner



Date (YYYY-MM-DD)

2024-04-19

**Part 5
Signature of
Regulated
Health
Professional**

Treatment and
Assessment Plan
Preparation and
Supervision
If same person as
Part 4 check here
☒ and

DO NOT
COMPLETE Parts

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(152)

Surya Attwala 14675

Facility Name (if applicable) **Rehab Mechanics**

HCAI Facility Registry Number _____ FSCO Licence Number (if applicable) _____

Service Address
1-68 Moll Street

City **Toronto** Province **ON** Postal Code **M6J 0B1**

Telephone Number **416 533 3900** *Extension _____ *Fax Number **416 981 7117**

*Email Address **physio@rehabmechanics.com**

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you, and persons acting for you, will collect personal information and personal health information that is related to the applicant's automobile accident benefits arising out of the accident referenced in this Treatment and Assessment Plan, and that all such information will be collected directly from me or from any other person with my consent.

I ALSO UNDERSTAND that you and persons acting for you will collect information about this Treatment and Assessment Plan prepared by me.

I ALSO UNDERSTAND that as the regulated health professional for the applicant that you and persons acting for you will collect information related to this that is provided by me on this or any other auto insurance claim form.

I ALSO UNDERSTAND that the information within this form will be collected and used only as reasonably necessary, with the applicant's consent, for the purposes of:

- Investigating the claims of the applicant and processing the claims of the applicant as required by law, including the Ontario Automobile Policy
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the proper amount of payment
- Recovering payment from insurers and others liable at law for amounts that you pay in connection with the applicant's claims
- Identifying and analysing the nature and costs of goods and services that are provided to automobile accident victims by health care providers
- Preventing, detecting and suppressing fraud
- Compiling anonymized statistics for government agencies and
- Assessing underwriting risks and claims experience

I ALSO UNDERSTAND that you, and persons acting for you, may disclose this information to the following persons or organizations who may collect, use or disclose this information only as reasonably necessary to enable you or them to carry out the purposes described above:

Insurers, insurance adjusters, agents and brokers; employers; health care providers; hospitals; accountants; financial advisers; solicitors; organizations that consolidate claims and underwriting information for the insurance industry; fraud prevention organizations; other insurance companies; the police; databases and registers used by the insurance industry to analyze and check information provided against existing information; and my agents or representatives as described by me from time to time.

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information with information from other sources to analyze the information for the limited purpose of preventing, detecting or suppressing fraud.

I CONSENT to you collecting, using and disclosing this information related to this Treatment and Assessment Plan in the manner described above, which will be limited to information that is reasonably necessary to meet the legitimate purpose of each collection, use or disclosure.

I UNDERSTAND that if I have any questions about this consent, I am free to consult with the insurance company representative or a legal adviser before signing this document.

I AM ALSO AWARE that you, and persons acting for you, may be required or permitted by law to disclose this information to the relevant government agency without my consent.

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly make a false or misleading statement or representation or to enter into a contract of insurance. Regulated sectors may be subject to an examination or inquiry about matters in connection with a licence and or underwriting or deceptive act or practice. Non-compliance with applicable regulations may result in enforcement actions ranging from an administrative monetary penalty to prosecution under the Provincial Offences Act.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE for anyone, by deceit, falsehood or other dishonest means, to defraud or attempt to defraud an insurance company. This information will be used for processing payments of claims, identifying and analysing the effects and costs of goods and services that are provided to automobile accident victims, by health care providers, and PREVENTING, DETECTING AND SUPPRESSING FRAUD.

To obtain further information about privacy related issues please contact the Privacy Officer at the insurance company listed in Part 4.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.fscosask.ca/terminology.asp>

Name of Regulated Health Professional (please print) **Surya Attwala** Signature of Regulated Health Professional _____ Date (YYYY-MM-DD) **2024-04-19**

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**Part 6
Injury and
Sequelae
Information**

Provide a description (list most significant first) and associated ICD-10-CA code for complaints, injuries and sequelae that are the direct result of the automobile accident (refer to the user manual at <https://www.hcainfo.ca> for ICD-10-CA coding information.)

Description	Code
Spondylolisthesis	M.43.1
Lumbar and other intervertebral disc disorders with radiculopathy	M.51.1
Postconcussional syndrome	F.07.2
Disorders of vestibular function	H.81
Injury of blood vessels of head, not elsewhere classified	S.09.0
Sprain and strain of sacroiliac joint	S.33.6

**Part 7
Prior and
Concurrent
Conditions**

a) Prior to the accident, did the applicant have any disease, condition or injury that could affect his/her response to treatment for the injuries identified in Part 6?

☒ No ☐ Unknown ☐ Yes (please explain)

If Yes to "a" above, did the applicant undergo investigation or receive treatment for this disease, condition or injury in the past year?

☐ No ☐ Unknown ☐ Yes (please explain and identify provider, if known)

b) Since the accident, has the applicant developed any other disease, condition or injury not related to the automobile accident that could affect his/her response to treatment for the injuries identified in Part 6?

☐ No ☐ Unknown ☒ Yes (please explain)

- patient continues to have periodic bleeding from left ear without any irritation. Patient will be having an MRI and CT to find the cause of the bleed

Send any attachments directly to the insurer

**Part 8
Activity
Limitations**

a) Does the applicant's impairment(s) from the injuries identified in Part 6 affect his/her ability to carry out:

His/her tasks of employment ☐ Not employed ☐ No ☐ Unknown ☒ Yes

His/her activities of normal life ☐ No ☐ Unknown ☒ Yes

b) If Yes to either of the questions above, briefly describe the activities limited by the impairment and their impacts on the applicant's ability to function

- patient struggles with upright positions for long periods, persistent back pain and poor core control. Patient also find that his memory and concentration looks to be affected when performing long concentration tasks

c) If the applicant is unable to carry out pre-accident employment activity, is the employer able to provide suitable modified employment to the applicant?

☐ Not employed ☐ Yes ☒ Unknown ☐ No (please explain)

**Part 9
Plan Goals,
Outcome
Evaluation
Methods and
Barriers to
Recovery**

- a) Goals:**
(i) Identify the goal(s) in regard to the applicant's impairment(s), symptom(s) or pathology that this Treatment and Assessment Plan seeks to achieve
- | | |
|--|---|
| ☒ pain reduction | ☒ increased range of motion |
| ☒ increase in strength | ☐ other(s)/not applicable (please specify) |
- and**
(ii) Select the functional goal(s) that this Treatment and Assessment Plan seeks to achieve:
- | | |
|---|---|
| ☒ return to activities of normal living | ☐ return to pre-accident work activities |
| ☒ return to modified work activities | ☐ other(s)/not applicable (please specify) |

- b) Evaluation:**
(i) How will progress on the goal(s) in a (i) and a (ii) be evaluated?
- vestibular testing, balance testing, low back disability scale, strength testing
(ii) If this is a subsequent Treatment and Assessment Plan, what was the applicant's improvement at the end of the previous plan based on your evaluation method?
patient has not been treated by physio prior

Send any attachments directly to the insurer

- c) Barriers to recovery:**
(i) Have you identified any other barriers to recovery? ☐ No ☒ Yes (please explain)
- bleeding from ear needs more tests to determine cause
- significant spondylosis
(ii) Do you have any recommendations and/or strategies to overcome these barriers? ☐ No ☒ Yes (please explain)
- tests to determine nature of bleed
- continued core and increased activity based therapy

- d) Concurrent Treatment:**
Are you aware if any concurrent treatment that is not included in this Treatment and Assessment Plan will be provided by any other provider/facility?
☒ No ☐ Yes (please explain)

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Applicant Name: McLean, Kevin	OCF-18	Policy Number: 001013511806
Provider Name: Altwale, Sanjay		Claim Number: 035325790-3
Provider Fax:		Date of Accident: 2022-08-31

**Part 11
Health Care
Providers**

Provider Reference	Provider Type	Provider		Registered (College Registration Number)	Unregulated (If applicable, or blank)	Hourly Rate (if applicable)
		Last Name	First Name			
A	PT	Altwale	Sanjay	14675		

**Part 12
Proposed
Goods or
Services
Requiring
Insurer
Approval**

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan

G/S Ref	Description	Code	Attribute	Provider Ref	Estimated			Projected	
					Quantity	Measure	Cost	Total Count	Total Cost
1	"Assessment (examination), total body"	2.ZZ.02		A	1	PR	125.00	1	125.00
2	Therapy, multiple body sites	1.ZX.12		A	1	PR	99.75	32	3192.00
Estimated duration of this Plan:					10 Weeks		Sub-total	33	3317.00
*How many visits have you already provided:					\$ *visits		Minus MOH		0.00
Note: *Refer to the User Manual coding guidelines posted at https://www.hcaiinfo.ca							Minus Other insurer 1 + 2		0.00
Attributes codes are used to further qualify the service codes and are described in the manual.							Tax (if applicable)		0.00
Payment by auto insurer is secondary to available collateral benefits.							Auto Insurer Total		3317.00
Applicant or Substitute Decision Maker confirms consent to proposed goods and services									Initials
*Please indicate any additional comments regarding proposed goods and services									
Are there any attachments? ☐ Yes ☒ No									
If Yes, how many? _____									
Send any attachments directly to the insurer									

**Part 13
Signature of
Insurer**

☐ I waive the requirement of the Applicant's signature

I have reviewed the Treatment and Assessment Plan and based upon the information provided, I

☐ Approve this Treatment and Assessment Plan ☐ Partially approve ☒ Do not approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this Treatment and Assessment Plan give the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer will or will not pay

Name of Adjuster (please print) Michie, Bev	Signature of Adjuster	Date (YYYY-MM-DD) 2024-04-22
--	-----------------------	---------------------------------

To the Insurer: Please provide a copy of this page to the applicant, the Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5.

Note: The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee should be billed to the insurer directly. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and other charges that have been approved and are payable under this Treatment and Assessment Plan.

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Applicant Name: McLean, Kevin	OCF-18	Policy Number: 001013511806
Provider Name: Attwala, Sanjay		Claim Number: 035325790-3
Provider Fax:		Date of Accident: 2022-08-31

**Part 11
Health Care
Providers**

Provider Reference	Provider Type	Provider		Regulated (College Registration Number)	Unregulated (if applicable or blank)	Hourly Rate (if applicable)
		Last Name	First Name			
A	PT	Attwala	Sanjay	14675		

**Part 12
Proposed
Goods or
Services
Requiring
Insurer
Approval**

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan

G/S Ref	Description	Code	Attribute	Provider Ref	Estimated			Projected	
					Quantity	Measure	Cost	Total Count	Total Cost
1	"Assessment (examination), total body"	2.ZZ.02		A	1	PR	125.00	1	125.00
2	"Therapy, multiple body sites"	1.ZX.12		A	1	PR	99.75	32	3192.00
Estimated duration of this Plan:					10 Weeks		Sub-total:	33	3317.00
*How many visits have you already provided:					8 *visits		Minus MOH:		0.00
Note: *Refer to the User Manual coding guidelines posted at https://www.healthinfo.ca							Minus Other Insurer 1 + 2		0.00
Attributes codes are used to further qualify the service codes and are described in the manual.							Tax (if applicable)		0.00
Payment by auto insurer is secondary to available collateral benefits.							Auto Insurer Total:		3317.00
Applicant or Substitute Decision Maker confirms consent to proposed goods and services:									Initials:
*Please indicate any additional comments regarding proposed goods and services									
Are there any attachments? ☐ Yes ☒ No									
If Yes, how many? _____									
Send any attachments directly to the insurer									

**Part 13
Signature of
Insurer**

☐ ***I waive the requirement of the Applicant's signature.

I have reviewed the Treatment and Assessment Plan and based upon the information provided, I:

☐ Approve this Treatment and Assessment Plan ☐ Partially approve ☒ Do not approve

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of receiving this Treatment and Assessment Plan, give the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan for which the insurer will or will not pay

Name of Adjuster (please print)	Signature of Adjuster	Date (YYYY-MM-DD)
Michie, Bev		2024-04-22

To the insurer: Please provide a copy of this page to the applicant, the Health Practitioner indicated in Part 4 and the Regulated Health Professional indicated in Part 5.

Note: The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee should be billed to the insurer directly. The Regulated Health Professional referred to in Part 5 will contact each of the health care providers listed in Part 11 and provide details of the services and other charges that have been approved and are payable under this Treatment and Assessment Plan.

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 JULY 2021 INVOICE 1 (E) - MICHELLE
 (157)
 SECURITY NATIONAL INSURANCE COMPANY (HSCNLC)
 304 THE EAST MALL, FLOOR 6
 ETOBICOKE, ONTARIO M9B 6G2

Auto Insurance Standard Invoice
 (OCF 2.11)

Claim Number 03525790-3
 Policy Number 001013511606
 Date of Accident 2022-08-31

FALSE / INACTIVE ADDRESS IN HCAI

To be used for medical and rehabilitation goods and services that are payable by an automobile insurer. The User Manual for completion of the form and its versions may be found at www.hcantr.ca

Confidentiality: Collection, use and disclosure of this information are subject to all applicable privacy legislation.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:
 *required if known **at least one field in this section ***optional

Part 1 Applicant Information

Date of Birth 1983-03-25
 Last Name MCLENN
 First Name KEVIN
 Address 410-775 KING ST W.
 City/Town/Toronto ON M6V 2K3

Part 2 Insurance Company Information

Company Name SNIC (FSMA REG 397)
 Adjuster Last Name MICHELLE
 Adjuster Telephone
 Name of Policy Holder same as Applicant OR ANTONIUS
 Policy Holder Last Name NICOLE
 Address ETORBILOKE (FALSE ADDRESS)
 City/Town/Toronto
 None Provided

Part 3 Invoice Information

Invoice Number 1 (E)
 First Invoice
 For previously approved goods and services, please complete the following

Type of Plan or Minor Injury Guideline	Plan Date	Plan Amount
☒ Treatment and Assessment Plan	20240712	N/A
☐ Minor Injury Guideline		

Attach version A or B
 Attach version C

INVOICE 1 (A) to 10)

AGREED COMMUNICATION PROTOCOL VIA EMAIL
 SNIC AND MCLENN
 JAN 23, 2024

SEE INVOICE 1 (A)

FOR SAME REASONS BY OPERATION OF LAW, SNIC SHALL

PAY ON THE 11th BUSINESS DAY AFTER RECEIPT

FALSELY REPRESENTED BRANCH OFFICE - PLEASE AMEND IN HCAI - IMPOSSIBLE TO RETURN THIS

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PROFESSIONAL CORPORATION

**Part 4
Payee
Information**
If Service Address is
same as Billing
Address check here
☐ and **DO NOT
COMPLETE
Service Address**

Payee Name S. ARINALA PHYSIOTHERAPY	
Payee Last Name S. ARINALA PHYSIOTHERAPY	
Billing Address 160 ABELL ST	
City TORONTO	Province ON
Telephone Number M6S 0B1	
Email Address PHYSIO@REHABMECHANICS.COM	

TO THE INSURER TO WHOM THIS APPLICATION IS BEING SUBMITTED:

I UNDERSTAND that you and persons acting for you will collect business personal information to the applicant's claim for accident benefits arising out of the accident referenced in this invoice and that all such information collected directly from me or from any other person with my consent

I ALSO UNDERSTAND that you and persons acting for you will collect information about

I ALSO UNDERSTAND that if I am the health service provider for the applicant that I will provide information related to this claim that is provided by me on this invoice or any other form

I ALSO UNDERSTAND that the information within this form will be collected and used with the applicant's consent for the purposes of:

- Investigating the claims of the applicant and processing the claim under the Automobile Policy
- Obtaining or verifying information relating to the applicant's claims in order to determine entitlement and the amount of payment.
- Recovering payment from insurers and others liable in law for amounts that you pay in respect of the claims.
- Identifying and analysing the nature and costs of goods and services that are provided by health care providers
- Preventing, detecting and suppressing fraud
- Compiling anonymized statistics for government agencies and
- Assessing underwriting risks and claims experience

I ALSO UNDERSTAND that you and persons acting for you may disclose this information who may collect and use this information only as reasonably necessary to enable the above

Insurers, insurance adjusters, agents and brokers, employers, health care providers, hospitals, solicitors,

organizations that consolidate claims and underwriting information for the insurance industry and other insurance

companies, the police, databases or registers used by the insurance industry, existing information, and my agents or representatives as designated by the insurance company

I ALSO UNDERSTAND that you, and persons acting for you, may pool this information to analyze this information for the limited purpose of preventing, detecting or suppressing fraud

I CONSENT to you collecting, using and disclosing information relating to this claim that will be limited to information that is reasonably necessary to meet the legitimate purpose of

I UNDERSTAND that if I have any questions about this consent I am free to consult with my legal advisor before signing this document

I AM ALSO AWARE that you, and persons acting for you, may be required to disclose this information without my knowledge or consent

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT to knowingly or recklessly make a false representation to an insurer under a contract of insurance. Regulated sectors may be subject to enforcement actions ranging from an administrative monetary penalty to prosecution in court.

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE or other dishonest act, to defraud or attempt to defraud an insurance company. This includes the collection of claims, identifying and analysing the nature, effects and costs of goods and services that are provided to victims, by health care providers and PREVENTING, DETECTING AND SUPPRESSING FRAUD

To obtain further information about privacy related issues please contact the Privacy Officer at 1-800-387-0000

To obtain further information about how your consent relates to pooling and data analysis, visit <http://www.ibc.ca/en/privacy-terminology.asp>

Name of Provider or Authorized Signatory (please print)

SANJAM ARINALA



704 0413

Providers				Regulated (College Registration Number)	Unregulated (if applicable, or blank)	Hourly Rate	For Insurer's Use
Ref	Type	Last Name	First Name				
A	PT	AMWALA	SANSAL	14675			
B							
C							
D							
E							
F							

Provider details are not required if there are no providers.

¹Refer to the User Manual at www.hcainfo.ca for coding.

Date of Service			Description	Code	Attribute	Provider Reference	Quantity	Measure	Tax (✓)	Cost
YYY	MM	DD								
			4600A-12							
			5.005							
			5.305							
			(X) 11							

Sub-Total

Version B - pages 2 and 3 are used together for billing goods and services that have not been previously approved by the insurer through an OCF-19. They may be used at the discretion of the provider for billing any goods or services except for Minor Injury Guidelines (see Version C - pages 2 and 3).

OTHER INSURANCE: I have made reasonable enquiries of the claimant and have determined that

There is no other insurance coverage identified for these goods and services ☒ NO ☐ YES There is other insurance coverage that is potentially available to cover/partially cover these goods and services.

Is there Ministry of Health and Long-Term Care (MOHL) coverage for goods and services included in this invoice?

☐ Yes ☐ No ☐ Not applicable

*Other Insurer Name

*Name of Plan Member

*Other Insurer's Identifier

*Other Insurance Plan Or Policy Number

*Name of Plan Member

*Other Insurer's Identifier

*Other Insurance Plan Or Policy Number

Other Insurance details are not required if they are the same as those on a pre-approved plan.

Other Insurance on (for goods and services on this invoice)		Enter amounts that have or will be paid by "other" insurers, which will be deducted from this invoice total.		Enter amounts assigned to "other" insurers on prior invoices that were not paid. Amount will be added to this invoice total.	
Other Insurance 1	MOH	Insurer 1	Insurer 2	MOH	Insurer 1
	Chiropractic				
	Physiotherapy				
	Massage Therapy				
Other Service Type		Total:		Insurer 2	
Please Specify Other Service Type					

CUMULATIVE
 INVOICE 1 (A)
 INVOICE 1 (B)
 INVOICE 1 (C)
 INVOICE 1 (D) =

Account Activity since Last Invoice
 (if interest is being charged)

*Prior Balance \$11,836.19
 *Payment Received from Auto Insurer \$0
 *Net Amount \$11,836.19

*The amount of any interest or charges payable shall be calculated by the
 *Insurer's Actuarial Benefits Section

Sub-Total:	\$2519.00
MOH:	\$0
Other Insurer 1+2:	\$0
Tax (if applicable):	\$0
Interest:	\$25.19
Auto Insurer Total:	\$2544.19
	\$14,380.38

For insurer's use only

Reviewed By _____
 Approved By _____
 Payee Name _____
 Payment Amount _____

Make cheque payable to S. ATTWALA PHYSIOTHERAPY
 *Other information: PROFESSIONAL CORPORATION

Are there any attachments? ☒ Yes ☐ No If yes, how many? 2
 Send any attachments directly to the insurer

(161)
This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Atwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its [SNIC or TDIA] in an OCF-21, Part 13 et al

Affidavit of Kevin A. McLean

Re: In a matter under the Insurance Act, Statutory Accident Benefits Schedule, O Reg 34/10 ("SABS"), Reg 283, and UDAP Rule and FSRA Forms including requirements of insurers registered with HCAI

- i. **Jurisdiction: Provincial (Ontario)**
- ii. **Statute¹, regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** Insurance Act, R.S.O., 1990, c 18 et seq ("Insurance Act" or "Ins. Act")
 - b. **Governing Automobile Provincial Regulations:** SABS, Reg 283 and Reg 664
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see: as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 ("UDAP Rule"))
- iii. **Contractual particulars:**
 - a. **"Named Insureds":**
 - i. BMW Financial Services Inc. (A Division of BMW Canada Inc.) defined as BMW FS Inc and
 - ii. Nicole Artopoulos (B.A., M.A.) ("McLean Spouse" or "Individual Policyholder")
 - b. **Insured Automobile:** BMW 3 Series Xi Drive 2019 4DR AWD
 - c. **Lessee:** Ms. Nicole Artopoulos
 - d. **Lessor:** BMW FS Inc.
 - e. **Insured Person² resident in Ontario (G Driver):** Mr. Kevin A. McLean (B.A., J.D., C.M.A.) ("McLean", "Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Driver", "Appellant", Applicant", or "Claimant"³);
 - f. **"Broker":** Meloche Monnex Financial Services Inc.⁴ (the "Broker" or "Agent" or "MMFSI")
 - g. **Underwriter/Insurer ("contract of insurance" in the Insurance Policy)**
 - i. Security National Insurance Company (FSRA Insurance Registration #397)
 - ii. Head office: 50 Boulevard Crémazie O. Etage 12, Montreal, QC H2P 1B6, Canada;
 - iii. Underwriter address in Ontario: 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 3H5
 - h. **Insurance⁶ Policy #:** #001013511806 (the "Insurance Policy", "Insurance Contract" or "Insurance Policy #806")
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex Alumni And Professional Program (the "AP Program")**
 - j. **The Trade Name of "TD Insurance Meloche Monnex"**
 - i. Trademark word holder of "TD Insurance": The Toronto-Dominion Bank ("TD Bank")
 - ii. Trademark word holder of "Meloche Monnex": Meloche Monnex Inc. ("MMI"), a C.B.C. incorporated company,
 - k. **Combined Name with two distinct trademarks for two different insurance programs: "TD Insurance Meloche Monnex"**
- iv. **The "Accident" or "MVA":**
 - a. **Date of Loss:** August 31, 2022 ("DOL" or "Date Of Loss")
 - b. **Location of Loss:** 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario⁵
 - c. **Police File Number (North York Reporting Collision Centre):** Affidavit #3 Exhibit "4"

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (F)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #00101354300 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its [SNIC or TD] in a OCF-18 Part 13 et al

v. **Information Provided by SNIC after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**

a. **TD Insurance Claim based number: 035325790⁹**

i. **Exposure numbers known to Mr. McLean:**

1. **TD Insurance Claim # for Appellant: 035325790-3 ("TD Claim #3")**

a. **Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 034325790-3 (the "Undisclosed TD Claim Number" or "Fictitious TD Claim Number")**

ii. **Policy number: same as above**

b. **Insureds: Nicole Artopoulos and BM FS Inc.**

c. **Sole Address: Security National Insurance Company, 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 4H8 ("Markham McNabb Building" or "SNIC Markham")**

d. **Telephone: 1-877-855-3767**

e. **Sole Facsimile Number: 416.774.3120;**

f. **Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse.**

g. **Website: www.melochemonnex.com**

vi. **Reg 283:**

a. **Date of delivered Completed Application by McLean to the 416 Fax Number: October 13, 2022;**

b. **Expiry date for the recipient insurer of the Completed Application to dispute its duty to respond and pay any and all benefits pursuant to SABS: January 10, 2023;**

vii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the "Dhaliwal OCF-18")**

a. **Address: Markham McNabb Building;**

b. **Fax number: 416 Fax Number;**

viii. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HCAI and other particulars:**

a. **Submitter: Manginder Dhaliwal, PT (college registration number: 11856)**

b. **Address: 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario M9B 6E2 ("Etobicoke East Mall Address" or "Etobicoke Address")**

ix. **The Fax Number for the East Mall Address:**

a. **Fax Number (East Mall): 416-233-9171 (the "Etobicoke Fax Address")**

x. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and "adjuster" (absent her signature as language was printed as "As per A. Nurse"):**

a. **Address: SNIC Markham;**

b. **Adjuster: Ms. Alisha-Anne Nurse;**

c. **Alleged signature under required field of OCF-18, Part 13: "As per A. Nurse" with "K. W." above;**

xi. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023):**

a. **Address: 5045 South Service Road, Burlington, ON L7L 5Y7 ("Burlington Address");**

b. **New fax number: 905-315-1074 ("905 Fax Number") [nota bene: fax number regularly blocked or rejected faxes]**

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18 Part 13 et al

xii. *The current evidence¹⁰ involving the 416 Fax Number regarding the Completed Application delivered to the 416 Fax Number (October 13, 2022):*

- a. *416 are code: Toronto;*
- b. *Prefix 774: Victoria Park Building (also known as the "Spark Building")*
- c. *Last four digits of 3120 (location in the Victoria Park Building): 4th floor.*
- d. *Telecommunications provider for the 416 Fax Number: Bell Canada Inc. (not Bell Mobility);*
- e. *Publicly listed user/owner of the 416 Fax Number from August 2022 to present: TD Home And Auto Insurance Company (TDHA);*
- f. *Physical Location of the grounded 416 Fax Number: 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the "Victoria Park Building");*
- g. *VP Building:*
 - i. *Property manager: Colliers International;*
- h. *Listed "Lead Tenants" at the Victoria Park Building: "TD Insurance" (colloquial)*
- i. *Current listed fax owner for the 416 Fax Number: TDHA "*

xiii. *Address provided by SNIC in the SNIC Response (January 25, 2024):*

- a. *Physical address: Markham McNabb Building;*
- b. *Signatory for SNIC: Mr. David Karat, ADR Specialist;*
- c. *Filer of SNIC Response: Mr. Karat;*
- d. *Server of the SNIC Response: Mr. Karat;*
- e. *Fax number: NONE;*

xiv. *Address for TD General Insurance Company, FSRA registration number 353 ("TDGIC") in the LAT Proceeding prior to its removal after my successful motions¹¹:*

- a. *Physical address: the Victoria Park Building (9th floor);*

xv. *The precise location of the 416 Fax Number in the Victoria Park Building:*

- a. *As of 2007, the 416 Fax Number was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the 4th FLOOR of the Victoria Park Building (North York, Toronto, Ontario;*

Re #3: Invoices 1(B) to 1(E) for each OCF-18 from the relevant dates therein

I, Kevin Alexander McLean, Disabled¹³ (B.A., J.D., CIM) of Toronto, Ontario, SWEAR THAT:

1. I am the deponent or affiant (also defined as "Insured Person", "Disabled Individual" and/or "CAT Impaired Individual") herein and I swear, under the pains and penalties of perjury, the following facts to be true;
2. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise. When I have used the expressions (including any permutations) of "in my view", "in my opinion", or "belief", I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact;

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) (Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #070135115000 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18, Part 13 et al

3. I swear that I am relying on strict compliance with all laws until I have received any and all benefits, in accordance with SABS and Reg 283, and that will remain until further notice from me in duly executed and witnessed form. I do not intend to waive my right to rely on strict compliance with the aforementioned Reg 283 and SABS. As such, SNIC and the **First Insurer** and any other relevant persons are again on notice of the same;
4. I swear this Affidavit for no improper purpose and to be attached to Invoice 1(B) to 1(E) after they are signed by Mr. Attwala, PT, on behalf of Rehab Mechanics in relation to the services provided to be provided to me which were submitted through HCAI to SNIC (but with an inactive address or not an address ever of SNIC per se (see: East Mall Address) under TD Claim #3 and the Insurance Policy denoted herein in the header.
5. I have requested copies of signed OCF-18, Part 13, from each and every adjuster for Invoices 1(A) to 1(E) and they have not responded to me at all. I can provide SNIC or the First Insurer with a copy of my faxes and emails to confirm the same in the event that Ms. Nurse (Invoice 1(A); already delivered to SNIC and TDHA), Ms. Persaud (Invoices 1(B) and 1(C)) and Ms. Michie (Invoices 1(D) and 1(E)) dispute the same.
6. I repeat and rely upon the **Email Communication Protocol** denoted in my affidavit attached to Invoice 1(A) which was delivered to SNIC and TDHA as of last week at the head office location for each in separate envelopes;
7. I have not received even a response from Ms. Persaud regarding the OCF-18's attached to Invoice 1(B) and 1(C);
8. I have not received a response from Ms. Michie regarding the OCF-18's attached to Invoice 1(D) and 1(E).
9. I believe that alleged Ms. Nurse signature on April 20, 2023, was because Ms. Nurse could not sign on behalf of SNIC as she knew, when I did not and my physiotherapist at the time did not (which I was informed of the same by him and verily believe to be true) that the First Insurer was NOT SNIC. For the same reasons and knowing or believing that the "As per A. Nurse" purported signature (albeit printed) was not a valid signature, Ms. Persaud and Ms. Michie did not sign the requisite parts of those OCF-18's on the dates therein.
10. I repeat and rely upon my evidence, which I swore in October 2023, and one year after the last payment that I received, which denoted "Security National Insurance Com...." which was on or around April 6, 2023, that the sum of monies that I received to said **Beneficiary Bank Account** was \$1499.98. At no time has SNIC or any insurance company demanded repayment of the same on account of error or otherwise. I note that SABS has a one-year time limit to do so which expired on April 6, 2024;
11. As the sum of monies paid and approved alone (without even delving into that which was and is payable under medical/rehab benefits) by SNIC as of April 2023 exceeded \$3,500.00. I note that SABS and relevant jurisprudence confirms that where an insured person or injured person, without the relevant insurance company seeking return of any of those paid amounts within one year or on account of "fraudulent misrepresentation", the insurance company is deemed to have found that the insured person is outside of the MIG for mathematical reasons;
12. As the amounts approved by SNIC through the "As per A. Nurse" signature per se have been due and owing since the 11th business day after April 6, 2023, and there is no evidence of any payment made to my previous physiotherapist and current physiotherapist, the amounts denoted in Invoice 1(B) to 1(E) include the sub totals and carry over amounts;

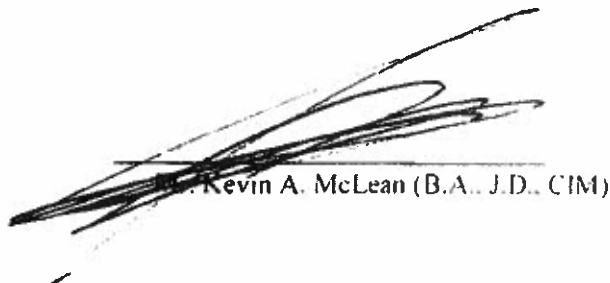
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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18 Part 13 et al

13. While it was represented to me one Mr. David Karat (ADR Specialist) with SNIC that the amounts paid to me or on behalf was the sum of \$2,850 in May 2024. Mr. Karat was incorrect. I have only received the sum of \$1499.98 as of today's date. Mr. Dhaliwal, PT, on behalf of TONP, confirmed with me that there was no record of any payment by SNIC or any insurance company to TONP. I have also confirmed with Rehab Mechanics that no payment was received by it for the amounts in the April 6, 2023. OCF-18. While I appreciate that Mr. Karat represented to me that he was not an adjuster per se and may have erred, I followed up with each of the adjusters known to me and none responded. I now believe this to be the case because none of the adjusters have access to the file of the First Insurer per se or do not wish to comment for fear of prejudicing themselves;
14. I am empathetic to the adjusters in this regard to some degree but there are a litany of outstanding amounts that have to be paid to the relevant persons on my behalf. As such, I have not the above for the benefit of the accounting department at SNIC or the First Insurer;
15. I will provide a copy of this affidavit in each envelope delivered to SNIC and TDHA. If the First Insurer is neither TDHA nor SNIC, I demand that the First Insurer contact me at the email of [redacted] and the payee herein to confirm the name of the First Insurer. Moreover, I ask that whomever the First Insurer was and is, that it update the HCAI portal to reflect an address that is consistent, accurate and precise so that any hard copies can be sent to it. At this time, all documents in this regard are being delivered to the head office for SNIC and TDHA as SNIC and TDHA have failed to respond;
16. I have alerted each and every relevant professional and service provider that is owed payment from SNIC or the First Insurer that there is the potential, without notice, that the back-end of HCAI may change to the name of the First Insurer and an accurate address in that regard; and
17. I also swear this affidavit to assist the accounting department of SNIC and the First Insurer in complying with their legal obligations on behalf of SNIC and the First Insurer (where reconciliation is required between the "two insurers" or perhaps more than two insurers). I swear that a copy of this affidavit may be provided to the relevant information technology department of the relevant insurer so that the back-end portal of HCAI is updated to reflect the current addresses of any and all insurers of which said IT department has authority, control and duties. Should both myself and the relevant persons at the relevant physiotherapy company(ies) not hear from the accounting department within five business days of delivery, I shall presume that there is no dispute as to the funds owing to it or them on my behalf. I swear this affidavit for no improper purpose and in support of Invoices 1(B) to (E), and reserve the right to rely on the same in the event of any further non-compliance by the relevant insurance companies.

Sworn before me at Toronto, Ontario
On this 13th day of August 2024



Kevin A. McLean (B.A., J.D., CIM)

145

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation ("SAPPC") (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices (B) and (E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #0010135113096 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDIA], in an OCF-15 Part 13 et al



Vinh The Tran, Esq.
Attorney & Solicitor, Advocate & Notary Public
Registration of Ontario Bar No. 6887 571041
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www.vinhtran.com www.VinhTran.ca
Email: vince@vinhtran.com 416 597 209-1104



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

146

167

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) LMR Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 11B) and (11) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #00101351-0000 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] on an OCF-21, Part 13 et al

ENDNOTES

¹See: SPPA, section _____

²See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the Individual Named Insured (Artopoulos)

³As defined under UDAP Rule, ss. 1(1): "Claimant": "means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance.

⁴Distinguished from Meloche Monnex Inc., which is a CBCA incorporated company with a registered and records office of Markham McNabb Building

⁵See: SPPA, section 1(1) definition of license: registration or similar form of permission required by law;

"Insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s. 1(1) of the UDAP Rule);

⁷UDAP Rule, 1(1)(v)(c): "Contract of insurance" means: (c) for a contract of insurance not referred to in (a) or (b), has the meaning ascribed to "contract" in s. 1 of the Act; see: section 1(1) of Insurance Act (Ontario) "contract" means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a finished or oral agreement;

⁸(multiple 416 postal codes due to involuntary movement of Insured Automobile by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembridge Insurance Company ("Pembridge" or "Tort Insurer"))

⁹See: SNIC Response on January 25, 2024

¹⁰Abundance of caution whilst reserving all rights in fact and at law

¹¹(see: <https://ontariobusinessdir.com/company.php?id=612371>)

¹²Motion in May 2024 and then decided in late June 2024 and a further motion to clarify any issues arising from said order amending the style of cause and any and all documents issued by the Tribunal since January 2024. I am not citing the LAT Proceeding as it is not relevant per se and at this time to the historic, ongoing and future obligations that arise from this affidavit to be tendered and exclusively delivered to SNIC (claims advisors) and the First Insurer (not denied to be TDHA and subject to further evidence and admissions)

¹³One year after the Accident as determined by a physician (neurosurgeon) when reviewing the four different MRIs that I had since the Accident (please: Affidavits #1 to #4 which were attached to my filed pleading herein on December 24, 2023)

2024 (168)

ONLY 2024 COPY -> ACCOUNTING DEPT -> COPY

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Submission Date/Time: 2024-07-12 09:14 AM
ICAI Document Number: 24071200344

Return this form to:
Security National Insurance Company
304 The East Mall, Floor 6

Etobicoke
ON
M9B 6E2

Attachment #1
INVOICE 1(C)

Treatment and Assessment Plan (OCF-18)

Use this form for an injury that requires medical attention after the accident.

*Claim Number

*Policy Number

Date of Accident

Indemnification is provided for the insured person who is injured as a result of an accident.

A claim must be filed within the time limit specified in the policy.

Medical services must be provided by a regulated health professional.

Goods referred to in this form are those that are necessary for the insured person's recovery.

The insured person must agree to the terms and conditions of the plan.

The insured person must agree to the terms and conditions of the plan.

The insured person must agree to the terms and conditions of the plan.

NOTE: A Treatment and Assessment Plan (OCF-18) is not required to make the following claims.

If this is an impairment that comes within the Minor Injury Guideline applicable to the accident (for accidents that occurred on or after September 1, 2010), a Treatment Confirmation Form is required instead of this form.

To the Applicant:
Please provide information for the completion of Parts 1 and 2 and 3. After your regulated health professional has reviewed your Treatment and Assessment Plan with you, sign Part 10 and initial Part 12.

Your regulated health professional complete all other parts of the form.

Collection, use and disclosure of this information are subject to all applicable privacy legislation. Additional disclosure and consent may be required depending on the manner in which the information is used and disclosed.

As indicated on the form, all attachments are sent directly to the insurer.

All fields must be completed subject to the following exceptions:

*required if known
**at least one field in this section
***optional

To the Regulated Health Professional/Facility

To the extent possible, this information should be provided to the regulated health professional/facility.

A health plan is a plan that provides for the payment of benefits for the insured person's medical services.

Complete Part 6 as soon as possible after the accident and return the form to the insurance company.

Consent: I am responsible for requesting that the information collection, use and disclosure of information is authorized by the form. Ontario Claims Form (OCF-18) is not to be used as a consent form.

Part 1 Applicant Information

To be provided by the applicant

Date Of Birth (YYYY-MM-DD)
1983-03-25

Gender ☒ Male ☐ Female

Last Name

McLean

First Name

Kevin

Address

410-775 King Street West

City

Toronto

Province

ON

Part 2 Insurance Company Information

To be provided by the applicant

Insurance Company Name
Security National Insurance Company

*Adjuster Last Name
Nurse

*Adjuster Telephone

Extension

**Name of Policy Holder same as

Applicant ☒ OR

**Policy Holder's Name

City/Town of Branch Office (if applicable)
Etobicoke

*Adjuster First Name
Alyssa-Anne

*Adjuster Fax

Part 3 Other Insurance Information

To be completed by the regulated health professional referred to in Part 5 with information from the applicant

OTHER INSURANCE: Is there other insurance coverage for any goods and services listed in the Treatment and Assessment Plan?
I have made reasonable enquiries of the applicant and have confirmed that:

☒ No

There is no other insurance coverage identified for these goods and services.

☐ Yes

There is other insurance coverage identified for these goods and services.

MOH

Is there Ministry of Health and Long-Term Care (MOH) coverage for any goods and services listed in the Treatment and Assessment Plan?

☐ Yes

☐ No

☐ Not applicable

Other Insurer 1

*Other Insurer Name

*Name of Plan Member

Other Insurer 2

*Other Insurer Name

*Name of Plan Member

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"PRAHA" 1. 1. 1945
 "PRAHA" 1. 1. 1945
 "PRAHA" 1. 1. 1945

the following is a list of the names of the persons who have been named in the above mentioned cases:

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**Part 5
Signature of
Regulated
Health
Professional**

Treatment and
Assessment Plan
Preparation and
Supervision
If some person is
not a health profes-
sional

**DO NOT
COMPLETE Parts**

First Name (Last Name)
Last Name (First Name)
Professional Designation
Address
City
State
Zip
Telephone (Area Code)
Fax (Area Code)

TO THE INSURANCE COMPANY THIS APPLICATION IS MADE

I UNDERSTAND THAT THE POLICY CONTAINS COVERAGE FOR THE
ACCIDENTS OF THE POLICY AND THE POLICY IS NOT A CONTRACT OF
INSURANCE

I ALSO UNDERSTAND THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

I ALSO UNDERSTAND THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

I ALSO UNDERSTAND THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

- The policy is not a contract of insurance
- The policy is not a contract of insurance
- The policy is not a contract of insurance
- The policy is not a contract of insurance
- The policy is not a contract of insurance
- The policy is not a contract of insurance
- The policy is not a contract of insurance
- The policy is not a contract of insurance

I ALSO UNDERSTAND THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

Insurance contracts are contracts between the insured and the insurer
and are subject to the terms and conditions of the policy. The insured
must pay the premium and the insurer must provide the coverage.

I ALSO UNDERSTAND THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

I CONSENT TO THE INSURANCE COMPANY'S POLICY AND TO THE
LIMITS OF THE POLICY AND TO THE TERMS AND CONDITIONS OF THE
POLICY

I UNDERSTAND THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

I AM ALSO AWARE THAT THE POLICY IS NOT A CONTRACT OF
INSURANCE

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT

I UNDERSTAND THAT IT IS AN OFFENCE UNDER THE INSURANCE ACT
TO PROVIDE FALSE INFORMATION TO AN INSURANCE COMPANY OR TO
OBTAIN AN INSURANCE POLICY BY MEANS OF FALSE INFORMATION

I FURTHER UNDERSTAND THAT IT IS AN OFFENCE UNDER THE FEDERAL CRIMINAL CODE
TO OBTAIN AN INSURANCE POLICY BY MEANS OF FALSE INFORMATION
OR TO SUPPRESS FRAUD

To obtain further information, please contact the Insurance Commission

To obtain further information, please contact the Insurance Commission

Name of Regulated Health Professional
Sanjay Mittal

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**Part 6
Injury and
Sequelae
Information**

Provide a description (list most significant first) and associated ICD-10-CM codes for the injuries sustained in the automobile accident (refer to the user manual at <http://www.fscos.com> for ICD-10-CM coding instructions).

Description
Spondylolisthesis
Lumbar and other intervertebral disc disorders with radiculopathy
Postconcussional syndrome
Disorders of vestibular function
Injury of blood vessels of head, not elsewhere classified
Sprain and strain of sacroiliac joint

**Part 7
Prior and
Concurrent
Conditions**

a) Prior to the accident, did the applicant have any of the following conditions? (Check all that apply.)

☒ No ☐ Unknown ☐ Yes (please specify):

If Yes to a) above, did the applicant undergo any of the following treatments? (Check all that apply.)

☐ No ☐ Unknown ☐ Yes (please specify):

b) Since the accident, has the applicant developed any new physical condition or injury in response to treatment for the injuries identified in Part 6?

☐ No ☐ Unknown ☒ Yes (please specify):

- Patient found to have significant anterolisthesis of L5/S1, requiring surgery in low back.

**Part 8
Activity
Limitations**

a) Does the applicant's impairment(s) from the injuries identified in Part 6 affect the applicant's ability to:

Higher tasks of employment ☐ Yes (please specify) ☐ No

Higher activities of normal life ☐ Yes ☐ No

b) If Yes to either of the questions above, briefly describe the nature of the limitation(s).

- Patient struggles with upright positions for long periods, often needs to lie down. Patient looks to be affected when performing long concentration tasks.

c) If the applicant is unable to carry out pre-accident employment, is it due to the impairment(s) identified in Part 6?

☐ Not employed ☐ Yes ☒ Unknown ☐ No (please specify):

(173)

**Part 9
Plan Goals,
Outcome
Evaluation
Methods and
Barriers to
Recovery**

a) Goals	
1. ☐ The patient will be able to...	2. ☐ The patient will be able to...
3. ☐ The patient will be able to...	4. ☐ The patient will be able to...
and	
5. ☐ The patient will be able to...	6. ☐ The patient will be able to...
7. ☐ The patient will be able to...	8. ☐ The patient will be able to...
b) Evaluation	
1. ☐ The patient will be able to...	
2. ☐ The patient will be able to...	
3. ☐ The patient will be able to...	
4. ☐ The patient will be able to...	
c) Barriers to recovery	
1. ☐ The patient will be able to...	
2. ☐ The patient will be able to...	
3. ☐ The patient will be able to...	
4. ☐ The patient will be able to...	
d) Concurrent treatment	
1. ☐ The patient will be able to...	
2. ☐ The patient will be able to...	

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Part 10
Signature of
Applicant

10-45382 C 10-2 10-2

• 122597 •

1450 - 1455 - 1460

ALSO UNDER: 242

ALSO ENCLOSED:

- Development of the 1950s
- Introduction of the 1950s
- Significance of the 1950s
- Conclusion of the 1950s
- References of the 1950s
- Appendix of the 1950s

ALSO UNDERSTAND

67-50189-10000

ALSO UNDERSTAND

CONSENT

UNDERSTAND

AM ALSO AWARE THAT THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1. The first part of the document is a list of names and dates, which appears to be a roster or a list of participants. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list is organized into two columns, with names on the left and dates on the right.

1990年12月10日

— 5 —

உள்ளே சென்று பார்த்தால் அங்கு ஒரு பெரிய கிணற்றுக்குள் தண்ணீர் நிரம்பியிருந்தது.

CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT

UNDERSTAND THAT IT IS AN OFFENCE UNDER THE ACT TO
SUSPECTING A PERSON OF A CRIME

FURTHER UNDERSTAND THAT THIS AN OFFENSE UNDER THE FEDERAL STATUTE
IN VIOLATION OF THE FEDERAL STATUTE, 18 U.S.C. 1011, WHICH
IMPOSES A FINE OF UP TO \$10,000 AND/OR IMPRISONMENT FOR UP TO
FIVE YEARS FOR ANY PERSON WHO KNOWINGLY AND WILLFULLY
SUPPRESSING FRAUD

2025年1月1日

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5. $\frac{1}{2} \log \frac{1}{2}$

Volume 44-1

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Applicant Name:	McLennan, Kevin	OCF-18	Policy Number:	105000000
Provider Name:	Attwala, Sarajay		Claim Number:	100000000
Provider Fax:			Date of Accident:	2/20/2016

**Part 11
Health Care
Providers**

Provider Reference	Provider Type	Provider		Regulated by Occupational Health	Unregulated by Occupational Health
		Last Name	First Name		
A	PT	Attwala	Sarajay	4	

**Part 12
Proposed
Goods or
Services
Requiring
Insurer
Approval**

To the extent possible, this Treatment and Assessment Plan should include all goods and services (G/S) contemplated by the Regulated Health Professional referred to in Part 5 for the period of this Treatment and Assessment Plan.

G/S Ref	Description	Code	Attribute	Provider Ref	Estimated			Projected Total Cost
					Quantity	Measure	Cost	
1	"Documentation support activity"	200000		A				
2	Therapy, multiple body sites	100000		A				
Estimated duration of this Plan					1 Weeks		Sub-total	
How many visits have you already provided					0 visits		Minus MOH	
Note: Refer to the User Manual online for details posted at: http://www.hcsc.gov.on.ca							Minus Other Insurer	
Attributes indicate are used to further qualify the service being requested. See the User Manual for details.							Tax if applicable	
Payment by auto insurance secondary to available collateral benefits							Auto Insurance Rate	
Applicant or Substitute Decision Maker confirms the service is not covered by any other insurance.								
Please indicate any additional documents required to process goods and services.								
Are there any attachments? ☐ Yes ☒ No								
If Yes, how many? _____								
Send any attachments directly to the insurer								

**Part 13
Signature of
Insurer**

☐ I waive the requirement of the Applicant's signature.

I have reviewed the Treatment and Assessment Plan and agree with the information contained therein.

☐ Approve this Treatment and Assessment Plan. ☐ Partially approve.

The Statutory Accident Benefits Schedule states that the insurer shall, within 10 business days of the receipt of this form, provide the applicant a notice stating the goods and services contemplated by the Treatment and Assessment Plan that are covered by the plan.

Name of Approver (please print): _____
 Michu, Bev

To the Insurer: Please provide a copy of this page to the applicant, the Health Plan, and indicated in Part 5, as well as to the Health Professional indicated in Part 5.

Note: The fee for completing this form is not a health care benefit of the Ontario Ministry of Health and Long-Term Care. This fee can only be collected from a health care provider who is not a Health Professional referred to in Part 5, and contains each of the health care providers listed in Part 11 and approved by the Health Professional referred to in Part 5, and approved and are payable under this Treatment and Assessment Plan.

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Allwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (C)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its [SNIC or TDIA] in in OCF-21 Part 13 et al

Affidavit of Kevin A. McLean

Re: In a matter under the *Insurance Act*, *Statutory Accident Benefits Schedule*, (O Reg 34/10 ("SABS"), Reg 283, and *UDAP Rule* and *FSRA Forms* including requirements of insurers registered with HCAI

- i. **Jurisdiction: Provincial (Ontario)**
- ii. **Statute¹, regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** *Insurance Act*, R.S.O., 1990, c 18 et seq ("Insurance Act" or "Ins. Act")
 - b. **Governing Automobile Provincial Regulations:** SABS, Reg 283 and Reg 664
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance, January 30, 2024 ("UDAP Rule"))
- iii. **Contractual particulars:**
 - a. **"Named Insureds":**
 - i. BMW Financial Services Inc. (A Division of BMW Canada Inc.) defined as BMW FS Inc. and
 - ii. Nicole Artopoulos (B.A., M.A.) ("McLean Spouse" or "Individual Policyholder")
 - b. **Insured Automobile:** BMW 3 Series Xi Drive 2019 4DR AWD
 - c. **Lessee:** Ms. Nicole Artopoulos
 - d. **Lessor:** BMW FS Inc.
 - e. **Insured Person² resident in Ontario (G Driver):** Mr. Kevin A. McLean (B.A., J.D., CIM) ("McLean", "Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant", "Driver", "Appellant", "Applicant", or "Claimant"³);
 - f. **"Broker":** Meloche Monnex Financial Services Inc.⁴ (the "Broker" or "Agent" or "MMFSI")
 - g. **Underwriter/Insurer ('contract of insurance' in the Insurance Policy)**
 - i. Security National Insurance Company (FSRA Insurance Registration #397)
 - ii. Head office: 50 Boulevard Crémazie O. Etage 12, Montreal, QC H2P 1B6, Canada;
 - iii. Underwriter address in Ontario: 101 McNabb Street, 2nd Floor, Markham, Ontario, L3R 3H8
 - h. **Insurance⁶ Policy #:** #001013511806 (the "Insurance Policy", "Insurance Contract" or "Insurance Policy #806")
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex Alumni And Professional Program (the "AP Program")**
 - j. **The Trade Name of "TD Insurance Meloche Monnex"**
 - i. **Trademark word holder of "TD Insurance":** The Toronto-Dominion Bank ("TD Bank")
 - ii. **Trademark word holder of "Meloche Monnex":** Meloche Monnex Inc. ("MMI"), a CBCA incorporated company,
 - k. **Combined Name with two distinct trademarks for two different insurance programs:** "TD Insurance Meloche Monnex"
- iv. **The "Accident" or "MVA":**
 - a. **Date of Loss:** August 31, 2022 ("DOL" or "Date Of Loss")
 - b. **Location of Loss:** 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue) Toronto, Ontario⁵
 - c. **Police File Number (North York Reporting Collision Centre):** Affidavit #3, Exhibit "A"

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(177)

This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and (E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #0010351306 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDIA] in an OCF-18, Part 13 et al

- v. **Information Provided by SNIC after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**
- a. **TD Insurance Claim based number: 035325790⁹**
 - i. **Exposure numbers known to Mr. McLean:**
 - 1. **TD Insurance Claim # for Appellant: 035325790-3 ("TD Claim #3")**
 - a. **Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 035325790-3 (the "Undisclosed TD Claim Number" or "Fictitious TD Claim Number")**
 - ii. **Policy number: same as above**
 - b. **Insureds: Nicole Artopoulos and BM FS Inc.**
 - c. **Sole Address: Security National Insurance Company, 101 McNabb Street, 2nd Floor, Markham (Ontario) L3R 4H8 ("Markham McNabb Building" or "SNIC Markham")**
 - d. **Telephone: 1-877-855-3767**
 - e. **Sole Facsimile Number: 416.774.3120.**
 - f. **Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse.**
 - g. **Website: www.melocheimonnex.com**
- vi. **Reg 283:**
- a. **Date of delivered Completed Application by McLean to the 416 Fax Number: October 13, 2022.**
 - b. **Expiry date for the recipient insurer of the Completed Application to dispute its duty to respond and pay any and all benefits pursuant to SABS: January 10, 2023.**
- vii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the "Dhaliwal OCF-18")**
- a. **Address: Markham McNabb Building;**
 - b. **Fax number: 416 Fax Number;**
- viii. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HCAI and other particulars:**
- a. **Submitter: Manginder Dhaliwal, PT (college registration number: 11856)**
 - b. **Address: 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario, M9B 6E2 ("Etobicoke East Mall Address" or "Etobicoke Address")**
- ix. **The Fax Number for the East Mall Address:**
- a. **Fax Number (East Mall): 416-233-9171 (the "Etobicoke Fax Address")**
- x. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and "adjuster" absent her signature as language was printed as "As per A. Nurse":**
- a. **Address: SNIC Markham;**
 - b. **Adjuster: Ms. Alisha-Anne Nurse;**
 - c. **Alleged signature under required field of OCF-18, Part 13: "As per A. Nurse" with "Kl. W" above**
- xi. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023)**
- a. **Address: 5045 South Service Road, Burlington, ON L7L 5Y7 ("Burlington Address")**
 - b. **New fax number: 905-315-1074 ("905 Fax Number") [nota bene: fax number regularly blocked or rejected faxes]**

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(C)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number 0001013511806 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its [SNIC or TDIA] in an OCF-18 Part 13 et al

- xii. *The current evidence¹⁰ involving the 416 Fax Number regarding the Completed Application delivered to the 416 Fax Number (October 13, 2022):*
- a. *416 are code: Toronto;*
 - b. *Prefix 774: Victoria Park Building (also known as the "Spark Building");*
 - c. *Last four digits of 3120 (location in the Victoria Park Building): 4th floor;*
 - d. *Telecommunications provider for the 416 Fax Number: Bell Canada Inc. (not Bell Mobility);*
 - e. *Publicly listed user/owner of the 416 Fax Number from August 2022 to present: TD Home And Auto Insurance Company (TDHA);*
 - f. *Physical Location of the grounded 416 Fax Number: 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the "Victoria Park Building");*
 - g. *VP Building:*
 - i. *Property manager: Colliers International;*
 - h. *Listed "Lead Tenants" at the Victoria Park Building: "TD Insurance" (colloquial);*
 - i. *Current listed fax owner for the 416 Fax Number: TDHA¹¹*
- xiii. *Address provided by SNIC in the SNIC Response (January 25, 2024):*
- a. *Physical address: Markham McNabb Building;*
 - b. *Signatory for SNIC: Mr. David Karat, ADR Specialist;*
 - c. *Filer of SNIC Response: Mr. Karat;*
 - d. *Server of the SNIC Response: Mr. Karat;*
 - e. *Fax number: NONE;*
- xiv. *Address for TD General Insurance Company, FSRA registration number 353 ("TDGI") in the LAT Proceeding prior to its removal after my successful motions¹²:*
- a. *Physical address: the Victoria Park Building (9th floor);*
- xv. *The precise location of the 416 Fax Number in the Victoria Park Building:*
- a. *As of 2007, the 416 Fax Number was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the 4th FLOOR of the Victoria Park Building (North York, Toronto, Ontario;*

Re #3: Invoices 1(B) to 1(E) for each OCF-18 from the relevant dates therein

I, **Kevin Alexander McLean, Disabled¹³** (B.A., J.D., CIM) of Toronto, Ontario, SWEAR THAT

1. I am the deponent or affiant (also defined as "Insured Person", "Disabled Individual" and or "CAT Impaired Individual") herein and I swear, under the pains and penalties of perjury, the following facts to be true;
2. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise. When I have used the expressions (including any permutations) of "in my view", "in my opinion", or "belief", I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact;

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) (Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices 1(B) and 1(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001014510000 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed, by an adjuster on its [SNIC or TDHA] in an OCF-18 Part 13 et al

3. I swear that I am relying on strict compliance with all laws until I have received any and all benefits in accordance with SABS and Reg 283, and that will remain until further notice from me in duly executed and witnessed form. I do not intend to waive my right to rely on strict compliance with the aforementioned Reg 283 and SABS. As such, SNIC and the **First Insurer** and any other relevant persons are again on notice of the same;
4. I swear this Affidavit for no improper purpose and to be attached to Invoice 1(B) to 1(E) after they are signed by Mr. Attwala, PT, on behalf of Rehab Mechanics in relation to the services provided to be provided to me which were submitted through HCAI to SNIC (but with an inactive address or not an address ever of SNIC per se (see: East Mall Address) under TD Claim #3 and the Insurance Policy denoted herein in the header;
5. I have requested copies of signed OCF-18, Part 13, from each and every adjuster for Invoices 1(A) to 1(E) and they have not responded to me at all. I can provide SNIC or the First Insurer with a copy of my faxes and emails to confirm the same in the event that Ms. Nurse (Invoice 1(A), already delivered to SNIC and TDHA), Ms. Persaud (Invoices 1(B) and 1(C)) and Ms. Michie (Invoices 1(D) and 1(E)) dispute the same.
6. I repeat and rely upon the **Email Communication Protocol** denoted in my affidavit attached to Invoice 1(A) which was delivered to SNIC and TDHA as of last week at the head office location for each in separate envelopes;
7. I have not received even a response from Ms. Persaud regarding the OCF-18's attached to Invoice 1(B) and 1(C);
8. I have not received a response from Ms. Michie regarding the OCF-18's attached to Invoice 1(D) and 1(E).
9. I believe that alleged Ms. Nurse signature on April 20, 2023, was because Ms. Nurse could not sign on behalf of SNIC as she knew, when I did not and my physiotherapist at the time did not (which I was informed of the same by him and verily believe to be true) that the First Insurer was NOT SNIC. For the same reasons and knowing or believing that the "As per A. Nurse" purported signature (albeit printed) was not a valid signature, Ms. Persaud and Ms. Michie did not sign the requisite parts of those OCF-18's on the dates therein.
10. I repeat and rely upon my evidence, which I swore in October 2023, and one year after the last payment that I received, which denoted "Security National Insurance Com..." which was on or around April 6, 2023, that the sum of monies that I received to said **Beneficiary Bank Account** was \$1499.98. At no time has SNIC or any insurance company demanded repayment of the same on account of error or otherwise. I note that SABS has a one-year time limit to do so which expired on April 6, 2024.
11. As the sum of monies paid and approved alone (without even delving into that which was and is payable under medical/rehab benefits) by SNIC as of April 2023 exceeded \$3,500.00. I note that SABS and relevant jurisprudence confirms that where an insured person or injured person, without the relevant insurance company seeking return of any of those paid amounts within one year or on account of "fraudulent misrepresentation", the insurance company is deemed to have found that the insured person is outside of the MIG for mathematical reasons;
12. As the amounts approved by SNIC through the "As per A. Nurse" signature per se have been due and owing since the 11th business day after April 6, 2023, and there is no evidence of any payment made to my previous physiotherapist and current physiotherapist, the amounts denoted in Invoice 1(B) to 1(E) include the sub-totals and carry over amounts;

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation (SAPPC) (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF-21 (Invoices I(B) and I(E) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #090613518006 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its [SNIC or TDHA] in an OCF-18 Part 13 et al

13. While it was represented to me one Mr. David Karat (ADR Specialist) with SNIC that the amounts paid to me or on behalf was the sum of \$2,850 in May 2024. Mr. Karat was incorrect. I have only received the sum of \$1499.98 as of today's date. Mr. Dhaliwal, PT. on behalf of TONP, confirmed with me that there was no record of any payment by SNIC or any insurance company to TONP. I have also confirmed with Rehab Mechanics that no payment was received by it for the amounts in the April 6, 2023. OCF-18. While I appreciate that Mr. Karat represented to me that he was not an adjuster per se and may have erred, I followed up with each of the adjusters known to me and none responded. I now believe this to be the case because none of the adjusters have access to the file of the First Insurer per se or do not wish to comment for fear of prejudicing themselves;
14. I am empathetic to the adjusters in this regard to some degree but there are a litany of outstanding amounts that have to be paid to the relevant persons on my behalf. As such, I have not the above for the benefit of the accounting department at SNIC or the First Insurer;
15. I will provide a copy of this affidavit in each envelope delivered to SNIC and TDHA. If the First Insurer is neither TDHA nor SNIC, I demand that the First Insurer contact me at the email of _____ and the payee herein to confirm the name of the First Insurer. Moreover, I ask that whomever the First Insurer was and is, that it update the HCAI portal to reflect an address that is consistent, accurate and precise so that any hard copies can be sent to it. At this time, all documents in this regard are being delivered to the head office for SNIC and TDHA as SNIC and TDHA have failed to respond.
16. I have alerted each and every relevant professional and service provider that is owed payment from SNIC or the First Insurer that there is the potential, without notice, that the back-end of HCAI may change to the name of the First Insurer and an accurate address in that regard; and
17. I also swear this affidavit to assist the accounting department of SNIC and the First Insurer in complying with their legal obligations on behalf of SNIC and the First Insurer (where reconciliation is required between the "two insurers" or perhaps more than two insurers). I swear that a copy of this affidavit may be provided to the relevant information technology department of the relevant insurer so that the back-end portal of HCAI is updated to reflect the current addresses of any and all insurers of which said IT department has authority, control and duties. Should both myself and the relevant persons at the relevant physiotherapy company(ies) not hear from the accounting department within five business days of delivery, I shall presume that there is no dispute as to the funds owing to it or them on my behalf. I swear this affidavit for no improper purpose and in support of Invoices I(B) to (E), and reserve the right to rely on the same in the event of any further non-compliance by the relevant insurance companies.

Sworn before me at Toronto, Ontario
On this 13th day of August 2024



Kevin A. McLean (B.A., J.D., CIM)

10d

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This is the 2nd affidavit (made on August 13, 2024) relating to outstanding amounts due and owing to S. Attwala Physiotherapy Professional Corporation ("SAPPC") (DBA Rehab Mechanics) of Mr. Kevin A. McLean, which is to be appended to an OCF 21 (Invoices 1(B) and (E)) to be submitted by my current physiotherapy company, (SAPPC DBA "Rehab Mechanics") as it relates to TD Claim Number 035325790-3 ("TD Claim #3") and TD Insurance Policy Number #001013511896 (the "Policy Number") regarding the failure of SNIC or the "First Insurer" to provide a notice and its signed by an adjuster on its (SNIC or TDILA) in an OCT-18 Part 13 et al



Vinh The Tran, Esq.

Attorney & Solicitor, Attorney-at-Law, Former Public
Commissioner of the California State Bar, 1994-1995
280-430 Dupont Street, Berkeley, California, 94704-1111
www.vinhtran.com Email: vtr@vinhtran.com 510.730.7100



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

Tab 3

List of Insurers Licensed to Transact Business under the Insurance Act

Download 462 KB PDF

On this page **Skip this page navigation**

1. The Ontario Gazette - Licensed Insurers
2. The Ontario Gazette - Fraternal Societies

The Ontario Gazette,

July 28th, 2001

INSURANCE ACT, R.S.O 1990, Ch. I.8

Financial Services Commission of Ontario
5160 Yonge Street
Box 85
Toronto, ON
M2N 6L9

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the Insurance Act, that the insurers named in the following schedules are licensed and authorized as of July 1, 2001, to undertake within Ontario contracts of insurance.

Dina Palozzi
Superintendent of Financial Services

<https://www.ontario.ca/document/ontario-gazette-volume-134-issue-30-july-28-2001/list-insurers-licensed-transact-business-under-insurance-act>

Security National Insurance Company
C/O Meloche Monnex Financial Services Inc.
2161 Yonge St, 4th Floor
Toronto, Ontario M4S 3A6
Mr. Raymond A. Décarie
Chief Agent
(Agent principal)
Tel-Tél. (416) 484-1112
Fax-Télé. (416) 545-6130

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TD General Insurance Company.
(Compagnie d'Assurances Générales TD.)
C/O Meloche Monnex Financial Services Inc.
2161 Yonge St, 4th Floor
Toronto, Ontario M4S 3A6
Mr. Raymond A. Décarie
Chief Agent
(Agent principal)
Tel-Tél. (416) 484-1112
Fax-Téléc. (416) 545-6130

Primum Insurance Company
(Primum Compagnie D'Assurances)
C/O Meloche Monnex 2161 Yonge St, 4th Floor
Toronto, Ontario M4A 3A6
Mr. Raymond A. Décarie
Chief Agent
(Agent principal)
Tel-Tél. (416) 484-1112
Fax-Téléc. (416) 545-6130

TD Direct Insurance Inc.
(TD Assurance Directe Inc.)
5th Floor, 100 Wellington St. West
Toronto-Dominion Centre
Toronto, Ontario M5K 1A2
Mr. H. Dunbar Russel
President & Chief Executive Officer
(Président et chef de la direction)
Tel-Tél. (416) 307-1621
Fax-Téléc. (416) 983-6149

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[note: no TD Home and Auto Insurance Company]

Tab 4

List of Insurers Licensed to Transact Business under the Insurance Act

[Download 3 MB PDF](#)

On this page [Skip this page navigation](#)

1. [Insurance Act, R.S.O 1990 Ch. I.8](#)
2. [Ontario Licensed Insurers \(Including Classifications\)](#)
3. [Ontario Licensed Insurers \(Fraternal Societies\)](#)

INSURANCE ACT, R.S.O 1990 Ch. I.8

Financial Services Commission of Ontario
5160 Yonge Street
Box 85
Toronto, ON
M2N 6L9

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the *Insurance Act*, that the insurers named in the following schedules are licensed and authorized as of July 21, 2007, to undertake within Ontario contracts of insurance.

Bob Christie
Chief Executive Officer and Superintendent of Financial Services (Acting)

Ontario Licensed Insurers (Including Classifications)

Name, Address and Official Representative of Insurers in Ontario Classes of Insurance

(106)

TD General Insurance Company.
(Compagnie d'Assurances Générales TD)
C/O Meloche Monnex Financial Services Inc.
2161 Yonge St., 4th Floor
Toronto, Ontario M4S 3A6
Mr. Alain Thibault
President & Chief Executive Officer
(Président et chef de la direction)
Tel-Tél. (416) 484-1112
Fax-Téléc. (416) 545-6130

Automobile, Liability, Property.

TD Home and Auto Insurance Company
(Compagnie d'Assurance Habitation Et Auto TD)
3650 Victoria Park Ave. 9th floor
North York, Ontario M2H 3M6
325 Mr. Richard M. Evans
Vice President
(Vice-président)
Tel-Tél. (416) 774-3794
Fax-Téléc. (416) 774-3631

Automobile, Liability,

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Security National Insurance Company
C/O Meloche Monnex Financial Services Inc.
3650 Victoria Park, 4th Floor
North York, Ontario M2H 3P7
298 Mr. Richard M. Evans
Chief Agent
(Agent principal)
Tel-Tél. (416) 774-3123
Fax-Télec. (416) 774-3120

Primum Insurance Company
(Primum Compagnie D'Assurances)
C/O Meloche Monnex
2161 Yonge St., 4th Floor
Toronto, Ontario M4A 3A6
268 Mr. Alain Thibault
President & Chief Executive Officer
(Président et chef de la direction)
Tel-Tél. (416) 484-1112
Fax-Télec. (416) 545-6130

Tab 5



Innovation, Science and
Economic Development Canada
Corporations Canada

Innovation, Sciences et
Développement économique Canada
Corporations Canada

1 888

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D. Howe
235 rue Queen
Ottawa ON K1A 0H5

List of requested corporate documents / Liste des documents corporatifs demandés

Mr Kevin Alexander Mclean

TD Insurance Direct Agency Inc.

647-513-1270

414466-0

2024-08-16

~~XXXXXXXXXXXXXXXXXXXX~~

Your ref / Votre réf

Corporate documents / Documents corporatifs	Date
Registered office / Siège social	2016-02-15
Incorporation / Constitution en société	2003-02-07



Industry
Canada

Industrie
Canada

Form 3

Change of Registered Office
Address

Canada Business Corporations Act
(CBCA) (s. 19)

Formulaire 3

Changement d'adresse du
siège social

Loi canadienne sur les sociétés par
actions (LCSA) (art. 19)

Received Date (YYYY-MM-DD): 2016-02-15
Date de réception (AAAA-MM-JJ):

1 Corporate name
Dénomination sociale
TD Insurance Direct Agency Inc.
Agence Directe TD Assurance Inc.

2 Corporation number
Numéro de la société
414466-0

3 New registered office address
Nouvelle adresse du siège social
101 McNabb Street, 2nd floor
Markham ON L3R 4H8

4 Additional address
Autre adresse
Care of / À l'attention de : Antonietta Di Girolamo
50 PLACE CREMAZIE
12TH FLOOR
MONTREAL QC H2P 1B6

5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.
Déclaration : J'atteste que je possède une connaissance suffisante de la société et que je suis autorisée à signer le présent formulaire.

Original signed by / Original signé par
Antonietta Di Girolamo
Antonietta Di Girolamo
514 385 2094

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



Industry Canada

Industrie Canada

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**Certificate
of Incorporation**

**Canada Business
Corporations Act**

**Certificat
de constitution**

**Loi canadienne sur
les sociétés par actions**

TD ASSURANCE INTERMEDIARIES INC.

LES INTERMEDIAIRES TD ASSURANCE INC.

414466-0

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

**I hereby certify that the above-named
corporation, the articles of incorporation of
which are attached, was incorporated under
the *Canada Business Corporations Act*.**

**Je certifie que la société susmentionnée, dont
les statuts constitutifs sont joints, a été
constituée en société en vertu de la
*Loi canadienne sur les sociétés par actions***

Director - Directeur

February 7, 2003 / le 7 février 2003

Date of Incorporation - Date de constitution

Canada

191



Industry Canada Industrie Canada
Canada Business Corporations Act Loi canadienne sur les sociétés par actions

FORM 1
ARTICLES OF INCORPORATION
(SECTION 6)

FORMULE 1
STATUTS CONSTITUTIFS
(ARTICLE 6)

1 - Name of the Corporation
TD ASSURANCE INTERMEDIARIES INC.
LES INTERMEDIAIRES TD ASSURANCE INC

Dénomination sociale de la société

2 - The province or territory in Canada where the registered office is situated

La province ou le territoire au Canada où est situé le siège social

Ontario

3 - The classes and any maximum number of shares that the corporation is authorized to issue

Catégories et le nombre maximal d'actions que la société est autorisée à émettre

The annexed Schedule 1 is incorporated in this form.

4 - Restrictions, if any, on share transfers

Restrictions sur le transfert des actions, s'il y a lieu

No share or shares in the capital of the Corporation shall be transferred without the consent of a majority of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors.

5 - Number (or minimum and maximum number) of directors

Nombre (ou nombre minimal et maximal) d'administrateurs

Minimum: 1; Maximum: 10

6 - Restrictions, if any, on the business the corporation may carry on

Limites imposées à l'activité commerciale de la société, s'il y a lieu

None

7 - Other provisions, if any

Autres dispositions, s'il y a lieu

The annexed Schedule 2 is incorporated in this form.

8 - Incorporators - Fondateurs

Name(s) - Nom(s)	Address (including postal code) Adresse (inclure le code postal)	Signature
Lisette L. Cyr	50 Place Cremazie, 12th Floor Montreal, Quebec H2P 1B6	

FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT
Corporation No. - N° de la société

Filed - Déposée

FEB - 7 2003

IC3419 (2001/11)

414466-0

Canada
Corporation

SCHEDULE 1

The Corporation is authorized to issue an unlimited number of preference shares and an unlimited number of common shares.

The rights, privileges, restrictions and conditions attaching to the common shares and the preference shares are as follows:

1. **Preference Shares**

Definitions

In these share conditions, the following words and phrases shall have the following meanings:

- (i) "redemption price" of each preference share means the sum of the consideration received; and
- (ii) "Act" means the *Canada Business Corporation Act*.

1.2 **Voting Rights**

Subject to the Act, the holders of the preference shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting.

1.3 **Dividends**

Subject to the Act, the holders of the preference shares shall in each financial year of the Corporation in the discretion of the directors, but always in preference and priority to any payment of dividends on the common shares for such year, be entitled to non-cumulative dividends at the rate of six per cent (6%) per annum on the redemption price, payable in one or more instalments. In any financial year, after providing for the full dividend on the preference shares, the directors may, in their discretion, declare dividends on the common shares in such amounts as they may determine. The holders of the preference shares shall not be entitled to any dividends other than as provided for herein.

1.4 **Redemption at Option of Corporation**

(a) **General** - Subject to the Act, the Corporation may redeem the whole or any part of the issued preference shares on payment for each share to be redeemed of the redemption price plus any dividends declared but unpaid thereon.

(b) **Notice** - Unless all the holders of the preference shares to be redeemed shall have waived notice of such redemption, the Corporation shall give not less than 30 days' notice in writing of such redemption by mailing to each person who at the date of mailing is a registered holder of the preference shares to be redeemed a notice in writing of the intention of the Corporation to redeem such preference shares. Such notice shall be mailed in a prepaid envelope addressed to each such shareholder at such shareholder's address as it appears on the books of

the Corporation or, in the event of the address of any such shareholder not so appearing, then to the last known address of such shareholder, provided however, that accidental failure or omission to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the redemption price of the shares to be redeemed and the date on which redemption is to take place and, if part only of the preference shares held by the person to whom notice is given is to be redeemed, the number thereof so to be redeemed.

(c) Redemption Procedure - On or after the date so specified for redemption in such notice, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the shares to be redeemed the redemption price of such shares plus any dividends declared but unpaid thereon on presentation and surrender, at the registered office of the Corporation or any other place designated in such notice, of the certificates representing the shares so called for redemption. Such payment shall be made by cheque payable at any branch in Canada of one of the Corporation's bankers for the time being.

(d) Partial Redemption - In case a part only of the preference shares is at any time to be redeemed, the shares so to be redeemed shall either be selected by lot in such manner as the board of directors in its sole discretion shall determine or, if the board of directors so determines, shall be redeemed pro rata, disregarding fractions, and the board of directors may provide for such adjustments as may be necessary to avoid the redemption of fractions of shares. If a part only of the preference shares represented by any certificates are redeemed, a new certificate for the balance shall be issued by the Corporation.

(e) Cessation of Rights - From and after the date specified for redemption in any such notice, the preference shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof, unless payment of the redemption price of the preference shares plus any dividends declared but unpaid thereon shall not be made upon presentation of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.

(f) Deposit of Redemption Price - The Corporation shall have the right, at any time after the mailing of notice of its intention to redeem any shares, to deposit the redemption price of the preference shares so called for redemption or of such of the said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with any such redemption plus any dividends declared but unpaid thereon, in a special account in any chartered bank or any trust company in Canada named in such notice to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the preference shares in respect of which such deposit shall have been made shall be redeemed and the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total amount so deposited, against presentation and surrender of the said certificates held by them respectively, and interest allowed on any such deposit shall belong to the Corporation.

1.6 Distribution Rights

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the preference shares shall be entitled to receive, before any distribution of any part of the assets of the Corporation among the holders of the common shares, an amount equal to the redemption price of such shares plus any dividends declared but unpaid thereon and no more.

1.7 Variation of Rights

The holders of the preference shares shall not be entitled to vote separately as a class or to dissent upon a proposal to amend the articles:

- (a) to increase or decrease any maximum number of authorized shares of such class;**
- (b) to increase any maximum number of authorized shares of any other class having rights or privileges equal or superior to the shares of such class;**
- (c) to effect an exchange, reclassification or cancellation of the shares of such class; or**
- (d) to create a new class of shares equal or superior to the shares of such class.**

2. Common Shares

The holders of the common shares shall be entitled:

- (a) to vote at all meetings of shareholders of the Corporation except meetings at which only holders of a specified class of shares are entitled to vote;**
- (b) to receive, subject to the rights of the holders of another class of shares, any dividend declared by the Corporation; and**
- (c) to receive, subject to the rights of the holders of another class of shares, the remaining property of the Corporation on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.**

SCHEDULE 2
OTHER PROVISIONS

Limitation on Number of Shareholders

The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

No Public Distribution

Any invitation to the public to subscribe for securities of the Corporation is prohibited.

Authorization to Appoint Additional Directors

The directors may, within the maximum number permitted by the articles, appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of the shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.

Lien on Shares

The Corporation shall have a lien on a share registered in the name of a shareholder or such shareholder's personal representative for a debt of that shareholder to the Corporation.

Tab 6



Innovation, Science and
Economic Development Canada
Corporations Canada

Innovation, Sciences et
Développement économique Canada
Corporations Canada

(Signature)

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D.Howe
235 rue Queen
Ottawa ON K1A 0H5

List of requested corporate documents / Liste des documents corporatifs demandés

KEVIN MCLEAN

Meloche Monnex services financiers inc.

6475131270

052763-7

2024-08-16

~~XXXXXXXXXXXXXXXXXXXX~~
Your ref / Votre réf

Corporate documents / Documents corporatifs	Date
Directors / Administrateurs	2023-08-25
Annual Return / Rapport annuel	2022-09-02
Registered office / Siège social	2016-09-29



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Form 6
Changes Regarding Directors
Canada Business Corporations Act
(CBCA) (s. 106 and 113)

Formulaire 6
Changements concernant les
administrateurs
Loi canadienne sur les sociétés par
actions (LCSA) (art. 106 et 113)

Received Date (YYYY-MM-DD): 2023-08-25
Date de réception (AAAA-MM-JJ):

1	Corporate name Dénomination sociale Meloche Monnex services financiers inc. Meloche Monnex Financial Services Inc.																
2	Corporation number Numéro de la société 052763-7																
3	Members of the Board of Directors (new directors in bold) Membres du conseil d'administration (les nouveaux administrateurs sont indiqués en caractère gras) <table border="1"><thead><tr><th>Name Nom</th><th>Start Date YYYY-MM-DD Date d'entrée en fonction AAAA-MM-DD</th><th>Address Adresse</th><th>Resident Canadian Résident Canadien</th></tr></thead><tbody><tr><td>James V. Russell</td><td>2016-10-31</td><td>101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada</td><td>Yes</td></tr><tr><td>Leonard (Len) A. Kroes</td><td>2019-09-09</td><td>101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada</td><td>Yes</td></tr><tr><td>Tonny Menon</td><td>2021-06-28</td><td>101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada</td><td>Yes</td></tr></tbody></table>	Name Nom	Start Date YYYY-MM-DD Date d'entrée en fonction AAAA-MM-DD	Address Adresse	Resident Canadian Résident Canadien	James V. Russell	2016-10-31	101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada	Yes	Leonard (Len) A. Kroes	2019-09-09	101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada	Yes	Tonny Menon	2021-06-28	101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada	Yes
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Tonny Menon	2021-06-28	101 McNabb Street, 3rd floor, Markham ON L3R 4H8, Canada	Yes														
4	The following individuals are no longer directors Les individus suivants ont cessé d'être administrateur de la société <table border="1"><thead><tr><th>Name Nom</th><th>End Date YYYY-MM-DD Date de fin de mandat AAAA-MM-DD</th></tr></thead><tbody></tbody></table>	Name Nom	End Date YYYY-MM-DD Date de fin de mandat AAAA-MM-DD														
Name Nom	End Date YYYY-MM-DD Date de fin de mandat AAAA-MM-DD																
5	Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form. Déclaration: J'atteste que je possède une connaissance suffisante de la société et que je suis autorisé(e) à signer le présent formulaire.																

Original signed by / Original signé par
Lisa Giulione

Lisa Giulione
5148504200

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



Government
of Canada

Gouvernement
du Canada

Form 3

Change of Registered Office
Address

Canada Business Corporations Act
(CBCA) (s. 19)

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Formulaire 3

Changement d'adresse du
siège social

Loi canadienne sur les sociétés par
actions (LCSA) (art. 19)

Received Date (YYYY-MM-DD): 2016-09-29
Date de réception (AAAA-MM-JJ):

- 1 Corporate name
Dénomination sociale
Meloche Monnex services financiers inc.
Meloche Monnex Financial Services Inc.
- 2 Corporation number
Numéro de la société
052763-7
- 3 New registered office address
Nouvelle adresse du siège social
101 McNabb Street
3rd Floor
Markham ON L3R 4H8
- 4 Additional address
Autre adresse
Care of / À l'attention de : Antonietta Di Girolamo
50 PLACE CRÉMAZIE
12IÈME ÉTAGE
MONTREAL QC H2P 1B6
- 5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.
Déclaration : J'atteste que je possède une connaissance suffisante de la société et que je suis autorisée à signer le présent formulaire.

Original signed by / Original signé par
Antonietta Di Girolamo
Antonietta Di Girolamo
514-385-2094

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

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Tab 7



Tribunals Ontario

Licence Appeal Tribunal

Licence Appeal Tribunal Rules

(Disponible en français)

INTRODUCTION

The Licence Appeal Tribunal (LAT) is an independent, quasi-judicial agency and is one of thirteen tribunals in Tribunals Ontario. The LAT is comprised of two divisions: Automobile Accident Benefit Service (AABS) and General Service (GS).

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1. GENERAL

1.1 AUTHORITY FOR RULES

These Rules are made pursuant to s. 25.1 of the *Statutory Powers Procedure Act* (SPPA) and pursuant to s. 6 of the *Licence Appeal Tribunal Act, 1999*.

These Rules should be read and understood together with the SPPA and all other relevant statutes or regulations dealing with the specific type of proceeding before the relevant tribunal.

1.2 CONFLICT

If there is a conflict between these Rules and any statute or regulation, the provisions of the statute or regulation prevail.

1.3 VERSION

These Rules are known as the *Licence Appeal Tribunal Rules*.

1.4 IN FORCE DATE

These Rules apply to all new appeals filed with the Tribunal on or after October 2, 2017.

Matters filed with the Tribunal prior to the implementation of these Rules shall be dealt with in accordance with the Rules existing at the time.

1.5 APPLICATION OF RULES

These Rules apply generally to all appeals unless a Rule states otherwise.

"Special Rules" set out as Rules 21 through 23 are unique or additional Rules, or modifications of Rules, that apply only to particular types of proceedings.

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2. DEFINITIONS

2.1 "APPEAL"

"Appeal" includes any application, appeal, or claim before the LAT pursuant to a statute or regulation that gives the Tribunal the authority to hear the appeal.

The term "appeal" is used throughout these Rules for purposes of convenience. Other Tribunal documents and forms may reference "application" or "claim"; however, all are referred to as "appeals" for the purposes of these Rules.

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2.2 "APPELLANT"

"Appellant" means a person who has started an appeal with the Tribunal.

2.3 "AUTOMOBILE ACCIDENT BENEFITS SERVICE (AABS) CLAIM"

"Automobile Accident Benefits Service (AABS) Claim" means an application to the LAT pursuant to s. 280(2) of the *Insurance Act* seeking resolution of a dispute involving statutory accident benefits.

2.4 "CASE CONFERENCE"

"Case Conference" has the same meaning as "Pre-Hearing Conference" as defined in the SPPA.

2.5 "CERTIFICATE OF SERVICE"

"Certificate of Service" means the form used to confirm the manner and time of delivery of a document.

2.6 "CONTACT INFORMATION"

"Contact information" includes:

- a. Party name;
- b. Representative's name, if applicable;
- c. Mailing address and/or address for delivery of documents;
- d. Telephone number;
- e. Email address;
- f. Fax number if available;
- g. Tribunal file number if available; and
- h. Any other information specifically required by the Tribunal for the proceedings.

2.7 "DAY" AND "BUSINESS DAY" AND "HOLIDAY"

"Day" means a calendar day.

"Business Day" means any day that is not a "holiday".

"Holiday" means any Saturday, Sunday, statutory holiday, or other day on which the Tribunal's offices are closed for business.

2.8 "DOCUMENT"

"Document" includes data and information recorded or stored by any means, including in electronic form.

2.9 "ELECTRONIC FORMAT"

"Electronic Format" means the format of an oral hearing, case conference, or other part of a proceeding before the Tribunal that is held by conference telephone call, video, internet, or any other form of electronic technology allowing persons to hear or see one another.

2.10 "HEARING"

"Hearing" means a hearing (including the hearing of a motion) before the Tribunal in which a party has the opportunity to participate in any of written, in-person, or electronic formats.

2.11 "IN-PERSON FORMAT"

"In-Person Format" means the format of an oral hearing, case conference, or other part of a proceeding before the Tribunal that is held by means of the parties or representatives attending before the Tribunal in person.

2.12 "MEMBER"

"Member" means a person appointed by Order-in-Council made by the Lieutenant Governor-in-Council to the Tribunal.

2.13 "MOTION"

"Motion" means a request for an order or decision from the Tribunal to (a) rule upon its jurisdiction; (b) give directions concerning its procedures; or (c) make an order for any other purpose necessary to carrying out its functions.

2.14 "OBJECTOR"

"Objector" means, in the context of a public interest proceeding under the *Liquor Licence Act*, either:

- a. a resident of the municipality where the establishment seeking to be licensed is located who submitted an objection to the issuance of the licence to the Registrar of Alcohol, Gaming and Racing in accordance with 7 of the *Liquor Licence Act*;
- b. a group or association of residents described in (a); or
- c. the municipality in which the establishment seeking to be licensed is located, if the municipality has submitted an objection to the issuance of the licence.

2.15 "PARTICULARS"

"Particulars" means specific facts that clarify an allegation or assertion or provide additional information about a person's statement.

2.16 "PARTY"

"Party" means a person, association or corporation who has the right to participate in a proceeding and has notified the Tribunal of their intention to participate in the proceeding.

2.17 "PROCEEDING"

"Proceeding" means the entire Tribunal process from the start of an appeal to the time a matter is finally resolved.

2.18 "PUBLIC INTEREST PROCEEDING"

"Public Interest Proceeding" means an appeal at the LAT under the *Liquor Licence Act* in which the Tribunal will determine whether the issuance of a licence to sell liquor would not be in the public interest having regard to the needs and wishes of the residents of the municipality in which the premises are located.

2.19 "REGISTRAR"

"Registrar" means the Registrar of the Tribunal.

2.20 "REPRESENTATIVE"

"Representative" means a person who acts for a party in a proceeding and is authorized under the *Law Society Act* to represent a party in such a proceeding.

2.21 "RESPONDENT"

"Respondent" means the party identified as the respondent in an appeal or the party who is identified as the respondent under the applicable legislation.

2.22 "RESPONSE"

"Response" means the response a respondent is required to provide in relation to an appeal or as may otherwise be specified by the Tribunal.

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2.23 "RULES"

"Rules" means these Rules, i.e., *Licence Appeal Tribunal Rules*.

2.24 "STATUTORY ACCIDENT BENEFITS SCHEDULE (SABS)"

"SABS" means the *Statutory Accident Benefits Schedule*, Ontario Regulation 34/10 (Statutory Accident Benefits Schedule—Effective September 1, 2010), made under the *Insurance Act*, as revised from time to time, or a previous version of the SABS.

2.25 "TRIBUNAL"

"Tribunal", means the Licence Appeal Tribunal (LAT).

2.26 "WRITTEN FORMAT"

"Written Format" means the format of a hearing, motion, or other part of a proceeding before the Tribunal which is held by means of exchange of documents, including submissions.

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3. GENERAL

3.1 LIBERAL INTERPRETATION

These Rules will be liberally interpreted to:

- a. Facilitate a fair, open and accessible process and to allow effective participation by all parties, whether they are self-represented or have a representative;
- b. Ensure efficient, proportional, and timely resolution of the merits of the proceedings before the Tribunal, and
- c. Ensure consistency with governing legislation and regulations.

3.2 TRIBUNAL POWERS

The Tribunal may vary or waive the application of any Rule or procedure, on its own initiative or at the request of a party, except where to do so is prohibited by legislation.

The Tribunal may make such orders or give such directions in proceedings before it to control its process or to prevent abuse of its process.

The Tribunal may issue Practice Directions or similar types of documents to provide further information about the Tribunal's practices or procedures.

3.3 COMPLETE FILE REQUIRED PRIOR TO PROCESSING

The Tribunal may decline to process an appeal unless all of the following conditions are met:

- a. All required documents are complete;
- b. All required processing fees are paid; and
- c. Documents are received before the expiry of the time period required, in accordance with any applicable legislation or these Rules.

The Tribunal will notify the party who filed the appeal if any of the above requirements are not met, and shall give the party such time as the Tribunal determines appropriate in the circumstances to comply with the requirements before declining to process an appeal under this Rule.

3.4 DISMISSAL WITHOUT A HEARING (GROUNDS FOR DOING SO)

The Tribunal may dismiss an appeal without a hearing if:

- a. The appeal is frivolous, vexatious, or commenced in bad faith;
- b. The appeal relates to matters that are outside the Tribunal's jurisdiction;
- c. The statutory requirements for bringing the appeal have not been met; or
- d. The appellant is found to have abandoned the proceeding.

3.5 DISMISSAL WITHOUT A HEARING (NOTICE)

Before dismissing an appeal under this Rule, the Tribunal shall:

- a. Give the parties notice of its intention to dismiss;
- b. Provide the reasons for its intention to dismiss;
- c. Inform the parties of their right to make written submissions to the Tribunal within the time limits set out in the notice, which shall be at least 5 days; and
- d. Consider any written submissions provided.

3.6 ADDED PARTIES

The Tribunal may add a person as a party to a proceeding if the person has a significant interest in the proceeding.

3.7 REQUIREMENT TO ATTEND IN-PERSON OR ELECTRONIC HEARING

A party as defined under Rule 2.16 and/or their representative as defined in Rule 2.20 must attend their in-person or electronic hearing before the Tribunal.

If an unforeseen event prevents a party from attending the start of the hearing, the party is responsible for contacting the Tribunal before the scheduled start time on the hearing notice. The party must advise the Tribunal of the nature of the unforeseen event that prevents a party from attending.

3.7.1 PARTY'S FAILURE TO ATTEND START OF HEARING

If a party, who has been given notice of a hearing in accordance with the SPPA, does not attend their in-person or electronic hearing within 30 minutes of the scheduled start time as stated in the hearing notice, the Tribunal may:

- a. proceed with the hearing in the absence of that party; and/or
- b. make any order it considers appropriate in the circumstances.

In determining whether to proceed with the hearing in the absence of a non-attending party, the Tribunal will consider the reasons for the non-attendance, if any.

3.7.2 PARTY'S FAILURE TO ATTEND HEARING IN PROGRESS

If, after a hearing has commenced with the parties in attendance, a party is unable to attend part of the hearing, the party must advise the Tribunal of the reasons why they are unable to continue to attend. At the hearing, the Tribunal will consider the reasons for non-attendance, if any, and may:

- a. proceed with the hearing in the absence of the party; and/or
- b. make any order it considers appropriate in the circumstances.

3.7.3 REPRESENTATIVE'S FAILURE TO ATTEND HEARING

If a representative of any party does not attend any part of an in-person or electronic hearing, the Tribunal will consider the reasons for non-attendance, if any, and may:

- a. proceed with the hearing without that representative; and/or
- b. make any order it considers appropriate in the circumstances.

3.8 APPLICATION OF RULE 3

Despite Rule 1.4, this Rule applies to all appeals effective August 21, 2023.

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4. COMMUNICATIONS

4.1 PROCEEDINGS IN FRENCH OR ENGLISH

Tribunal communications and proceedings (e.g., hearings, case conferences) may be conducted in English, in French, or in both languages.

4.2 NOTICE REGARDING INTERPRETER

Subject to Rule 20.7, if a party or a witness requires an interpreter in a language other than English or French in order to effectively participate in a proceeding, the party shall notify the Tribunal not less than 14 days before the hearing or case conference, and the Tribunal will either arrange for an interpreter at the expense of the party or approve the use of an interpreter of the party's choosing at the expense of the party.

4.3 WRITTEN COMMUNICATIONS TO BE COPIED TO OTHER PARTIES

All written communications with the Tribunal in relation to an appeal must be made through the Office of the Registrar and must include current contact information.

Unless a Rule indicates otherwise, all communications, other than a request for summons, must be copied to the other parties.

4.4 CHANGE IN CONTACT INFORMATION

A party or a party's representative must notify the Tribunal and the other parties or their representatives, in writing, as soon as possible, of any change in their contact information.

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5. CALCULATION OF TIME

5.1 COUNTING DAYS

Where an action is to be done within a specified number of days, the days are counted by excluding the first day and including the last day.

5.2 EXPIRY OF TIME ON A HOLIDAY

Where the time for doing an act ends on a holiday, the act may be done on the next day that is not a holiday.

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6. SERVICE AND FILING

6.1 FORM OF SERVICE

Documents must be filed with the Tribunal, sent by the Tribunal, or served on a party, as the case may be, in one of the following ways:

- a. Personal delivery;
- b. Regular, registered or certified mail to the last known address of the person or party or their representative;
- c. Fax, but only if the document is less than 30 pages in length or, if longer, with consent of the person or party being served;
- d. Courier;
- e. Email; or

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- f. Any other way agreed upon by the parties or directed by the Tribunal.

6.2 DEEMED RECEIPT

Where a document is served by a party, filed with the Tribunal, or sent by the Tribunal, receipt is deemed to have occurred when served or sent by:

- a. Personal delivery, when given to the party;
- b. Regular mail, on the fifth day after the postmark date, not including holidays;
- c. Fax, when the person sending the document receives a fax confirmation receipt, but if the fax confirmation receipt indicates a delivery time after 5:00 PM, service will be deemed to have occurred the next day that is not a holiday;
- d. Courier or registered mail, when the person sending the document receives a confirmation of delivery, or
- e. Email, on the day sent, or if sent after 5:00 PM, service will be deemed to have occurred the next day that is not a holiday.

6.3 DEEMED RECEIPT

The previous Rule does not apply if the person for whom the document was intended establishes that through absence, accident, illness or other cause beyond that person's control, the document was not received until a later date or not at all.

6.4 ACTUAL RECEIPT OF DOCUMENTS

A notice or document not given in accordance with this Rule shall be deemed to have been validly filed, served, or sent if the Tribunal is satisfied that its contents came to the attention of the person to whom it was intended within the required time period.

6.5 DOCUMENTS FILED WITH TRIBUNAL AFTER 5:00 PM

Documents received by the Tribunal after 5:00 PM will be deemed to have been received on the next day that is not a holiday.

6.6 CERTIFICATE OF SERVICE

When a document in a proceeding is served on a person or party, the party serving the document must:

- a. File a Certificate of Service setting out the date and method of service with the Tribunal; or
- b. Provide such other proof of service as may be specified by the Tribunal.

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7. HUMAN RIGHTS CODE ACCOMMODATION

Parties, representatives and witnesses are entitled to accommodation of *Ontario Human Rights Code*-related needs, including accessibility needs, and should notify the Tribunal as soon as possible if such accommodation is required.

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8. SUMMONS

8.1 ISSUING A SUMMONS

The Tribunal may issue a summons, on its own initiative or at the request of a party, requiring any person as defined in the SPPA, or a party:

- a. to give evidence at an electronic or in-person hearing; and/or

b. to produce documents and things specified by the Tribunal at an electronic or in-person hearing.
The Tribunal will only issue a summons for witnesses, documents or things that are relevant to the issues in dispute and admissible at a hearing.

8.2 FILING OF A REQUEST FOR SUMMONS

A request for summons must be filed with the Tribunal using the form provided on the Tribunal's website. The requesting party must demonstrate the relevance of the request to the issues in dispute.

Unless otherwise ordered by the Tribunal, the approved summons must be served on the person summoned no later than 10 days before the hearing. The requesting party must file their request in a timely manner so that the Tribunal can adjudicate and issue the summons in advance of the deadline for service.

The requesting party must serve a copy of the approved summons on the other parties when it is served on the person summoned.

8.3 SERVICE OF SUMMONS AND ATTENDANCE MONEY

Service of a summons and payment of attendance money is the responsibility of the party that requested the summons. A party summoning a person to attend before the Tribunal is required to pay that person the same fees or allowances as the person would be paid if attending before the Superior Court of Justice (Ontario). Fees and allowances are to be calculated in accordance with Tariff A of the *Rules of Civil Procedure*.

8.4 APPLICATION OF RULE 8

Despite Rule 1.4, this Rule applies to any request for summons filed on or after August 21, 2023.

Despite Rule 1.4, this Rule also applies to any summons issued by the Tribunal on its own initiative on or after August 21, 2023.

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9. DOCUMENT EXCHANGE, PRODUCTION ORDERS, WITNESS LISTS & HEARING BRIEFS

9.1 GENERAL

The parties shall exchange all documents, witness lists, and anything else they intend to rely on as evidence at the hearing.

The Tribunal may, at any stage in a proceeding, order any party to provide such further particulars, disclosure, and production of documents and things that the Tribunal considers relevant to the issues in dispute in the proceeding.

9.2 PRODUCTION ORDERS BY THE TRIBUNAL

Before requesting a production order from the Tribunal, a party must make reasonable efforts to obtain the document or thing without a production order.

9.2.1 ORDERS FOR PRODUCTIONS BETWEEN THE PARTIES

A party may request an order from the Tribunal ordering another party to:

- a. Disclose the existence of all documents and things the other party intends to rely on at the hearing;
- b. Produce copies of all documents and things that a party intends to rely on at the hearing;
- c. Produce a list of witnesses the other party intends to call to give evidence at a hearing;
- d. Produce a summary of the evidence that each witness will give at the hearing;

- e. Make available for inspection any document or thing, subject to conditions established by the Tribunal that a party intends to rely on at the hearing; and/or
- f. Disclose or produce any document or thing the Tribunal considers relevant to the issues in dispute in the proceeding.

The Tribunal will not make an order for the production of any document or thing that is not relevant to the issues in dispute in the proceeding, or that is unduly repetitious.

9.2.2 ORDERS FOR NON-PARTY PRODUCTIONS

A party seeking production from a non-party may request an order from the Tribunal by filing a notice of motion and serving it on the other parties and the non-party. The notice of motion must provide contact information for the non-party.

The Tribunal may order a non-party to disclose or produce any document or thing that the Tribunal considers relevant to the issues in dispute in the proceeding.

The requesting party must make reasonable efforts to obtain the document or thing without a production order.

Before an order is granted by the Tribunal, the non-party will have an opportunity to make submissions as set out in the notice of motion hearing.

9.3 FAILURE TO COMPLY WITH THE RULES

If a party fails to comply with any Rule, direction or order with respect to disclosure, exchange, production, or inspection of documents or things, that party may not rely on the document or thing as evidence without the permission of the Tribunal.

If a party fails to comply with any Rule, direction or order with respect to the exchange or production of witness lists, the party may not call a witness who is not included on a witness list filed in compliance with the Rules, direction or order to give evidence without the permission of the Tribunal.

Parties will have an opportunity to make submissions before the Tribunal determines:

- a. if the documents or things can be used at the hearing;
- b. if the witness(es) may testify at the hearing; and/or
- c. whether any other order is required.

When making its determination, the Tribunal may consider any relevant factor, including:

- a. the reasons for non-compliance;
- b. whether a party will be prejudiced by the admission or exclusion of the evidence and the extent to which that prejudice can be mitigated by any other order;
- c. the extent to which the substance of the information or testimony lies within the knowledge of the other party;
- d. whether the other party opposes the admission of the evidence or testimony; and
- e. the relevance of the document, thing, or testimony to an issue in dispute in the proceeding.

9.4 RULES SPECIFIC TO AABS MATTERS

9.4.1 DOCUMENT EXCHANGE BETWEEN THE PARTIES (AABS)

Documents and things exchanged between the parties pursuant to Rules 9.4.1 and 9.4.2 must not be filed with the Tribunal unless a party is ordered to do so.

Document Exchange Before the Case Conference

The requirement for document exchange between the parties begins as soon as the application is filed with the Tribunal.

Rule 20.4 provides that at least 10 days before a scheduled case conference, each party must file a case conference summary in such form as required by the Tribunal. The parties are required to verify in the case

conference summary that the documents and things in the party's possession, which the party intends to rely on at the hearing, have been provided to the other parties.

At the case conference, the Tribunal may make orders for productions pursuant to Rule 14 and set deadlines for any document exchange that has not yet taken place between the parties.

9.4.2 DEADLINE FOR DOCUMENT EXCHANGE (AABS)

If an earlier exchange date has not been ordered by the Tribunal, then by no later than 45 calendar days before the hearing, the parties must exchange:

- a. all documents and things the parties intend to rely on as evidence at the hearing; and
- b. for electronic and in-person hearings, a list of witnesses each party intends to call to give evidence at the hearing, with a summary of the evidence each witness will give at the hearing.

9.4.3 FILING WITH THE TRIBUNAL – 21 DAY DEADLINE FOR ELECTRONIC AND IN-PERSON HEARINGS (AABS)

No later than 21 days before an electronic or in-person hearing, each party must file with the Tribunal and serve on the other party:

- a. a list of witnesses the party will call to give evidence at the hearing;
- b. a summary of the evidence each witness will give at the hearing, along with the anticipated amount of time needed for each witness to testify;
- c. a PDF copy of the evidence and authority brief containing only the evidence and authorities the party intends to rely on at the hearing, which must be indexed, tabbed and consecutively page numbered; and
- d. a completed form for electronic and in-person hearings, if any, that is provided on the Tribunal's website.

The parties should file a single, joint brief with the Tribunal whenever possible.

9.4.4 FAILURE TO COMPLY WITH THE 21 DAY DEADLINE (AABS)

The Tribunal considers materials that are filed and served less than 21 days before an electronic or in-person hearing to be filed late.

The Tribunal will consider late filed materials as a preliminary issue at or before the hearing. The parties will have an opportunity to make submissions before the Tribunal determines:

- a. if the documents and things can be used at the hearing;
- b. if the witness(es) may testify at the hearing; and/or
- c. whether the matter requires any other order.

In making this determination, the Tribunal may consider any relevant factor, including the factors set out in Rule 9.3.

9.4.5 FILING WITH THE TRIBUNAL - DEADLINE FOR WRITTEN HEARINGS (AABS)

The deadline for filing and serving submissions and hearing briefs for written hearings will be set by order of the Tribunal. Written hearing briefs must be filed with the Tribunal as an indexed, tabbed and consecutively page numbered PDF, and only include the evidence and authorities a party intends to rely on at the hearing.

9.5 RULES THAT APPLY TO GENERAL SERVICES MATTERS (GS)

9.5.1 CASE CONFERENCE DOCUMENTS (GS)

Unless otherwise ordered by the Tribunal, at least 10 days before a scheduled case conference, each party must file a list of documents they intend to rely on at the hearing, which must also be served on the other parties.

9.5.2 DOCUMENT EXCHANGE AND FILING (GS)

No later than 10 days before the hearing, or at any other time ordered by the Tribunal or undertaken by the party, each party shall:

- a. Exchange with the other parties every document and thing the party intends to rely on at the hearing;
- b. Provide to the other parties a list of witnesses whom the party may call upon to give evidence at the hearing, with a brief description of the anticipated testimony of each witness; and
- c. File with the Tribunal and serve on the other parties, a PDF copy of the evidence and authority brief containing only the evidence and authorities the party will rely on at the hearing. The brief must be indexed, tabbed and consecutively page numbered.

The parties should file a single, joint brief with the Tribunal whenever possible.

9.6 APPLICATION OF RULE 9

Despite Rule 1.4, this Rule applies to any appeal commenced on or after August 21, 2023, and to any appeal commenced before August 21, 2023 for which the first notice of case conference is issued on or after August 21, 2023.

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10. EXPERT WITNESSES

10.1 GENERAL

For the purpose of these Rules, an expert witness is a person who is qualified to provide professional, scientific, or technical information and opinion based on special knowledge acquired through education, training or experience in respect of the matters on which they will testify.

10.2 IDENTIFICATION AND DISCLOSURE

A party who intends to rely on the evidence of an expert witness shall provide every other party with the following information in writing:

- a. The name and contact information of the expert witness;
- b. A signed statement from the expert, in the Tribunal's required form, acknowledging their duty to:
 - i. Provide opinion evidence that is fair, objective, and non-partisan;
 - ii. Provide opinion evidence that is related to matters within their area of expertise; and
 - iii. Provide such additional assistance as the Tribunal may reasonably require to determine a matter in issue.
- c. The qualifications of that expert witness, referring specifically to the education, training and experience relied upon to qualify the expert;
- d. A signed report that sets out the instructions provided to the expert in relation to the proceeding, the expert's conclusions, and the basis for those conclusions on the issues to which the expert will provide evidence to the Tribunal; and
- e. A concise summary stating the facts and issues that are admitted and those that are in dispute, and the expert's findings and conclusions.

10.3 DISCLOSURE AND FILING TIMELINES

If not otherwise ordered by the Tribunal, the information required by Rule 10.2 must be:

- a. exchanged between the parties at least 45 days before the hearing; and
- b. filed with the Tribunal as part of the hearing brief pursuant to Rule 9.

10.4 CHALLENGES TO QUALIFICATIONS, REPORTS, STATEMENTS

A party intending to challenge an expert witness' qualifications, report, or witness statement must:

- a. give notice, with reasons for the challenge, to the other parties no later than 21 days before the hearing; and
- b. file a copy of the notice with the Tribunal as part of the hearing brief filed by the party pursuant to Rule 9.

10.5 APPLICATION OF RULE 10

Despite Rule 1.4, this Rule applies to any appeal commenced on or after August 21, 2023, and to any appeal commenced before August 21, 2023 for which the first notice of case conference is issued on or after August 21, 2023.

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11. NOTICE OF CONSTITUTIONAL QUESTION

Notice of a constitutional question shall be served on the Attorney General of Canada, the Attorney General of Ontario and all other parties, and delivered to the Tribunal in the following circumstances:

- a. The constitutional validity of an Act of the Legislative Assembly of Ontario or Parliament of Canada (or of a regulation or by-law made under such an Act) or of a rule of the Common Law is in question; and/or
- b. A remedy is claimed under section 24(1) of the *Canadian Charter of Rights and Freedoms* in relation to an act or omission of the Government of Canada or the Government of Ontario.

A Notice of Constitutional Question Form must be delivered as soon as the circumstances requiring the notice become known and, in any event, at least 15 days before the question is to be argued.

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12. FORMAT OF HEARINGS AND CASE CONFERENCES

In accordance with applicable provisions of the SPPA, the Tribunal may hold a hearing or case conference in any of the following formats, as it considers appropriate:

- a. In-person;
- b. Electronic;
- c. Written; or
- d. Any combination of the above.

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13. ACCESS TO HEARINGS

13.1 GENERAL PUBLIC ACCESS

The Tribunal may provide public access to the following documents:

- a. Any application, reference or other document, if any, by which a proceeding was commenced;
- b. The notice of any hearing;
- c. Any interlocutory orders made by the Tribunal;
- d. All documentary or other evidence that has been admitted in any proceeding;
- e. The transcript, if any, of the oral evidence given at the hearing;
- f. The decision and reasons of the Tribunal where reasons have been given; and
- g. Any written submissions provided by the parties.

The Tribunal will not provide public access to any other documents including correspondence between the parties and the Tribunal, documentary or other evidence submitted by the parties but not admitted in a proceeding, case conference reports, and settlement discussions.

The Tribunal may limit access to a record of proceedings or, during a proceeding, make an order at the request of one of the parties or on its own motion, limiting public access to all or part of any document or record or hearing to protect confidentiality of personal or sensitive information, as it considers appropriate in relation to:

- a. Matters involving public security;
- b. Intimate financial or personal matters;
- c. Other matters where, having regard to the circumstances, the desirability of avoiding disclosure thereof in the interests of any person affected or in the public interest outweighs the desirability of adhering to the principle that the hearings, documents or records be open to the public.

13.2 AUDIO AND VIDEO RECORDINGS

Except where required by statute or it orders otherwise, the Tribunal will not audio or video record a hearing.

A party may request that the Tribunal record all or part of a hearing. If the Tribunal makes an order to record the hearing, the requesting party must pay the costs of the recording on such terms as the Tribunal orders in accordance with Rule 13.3.

13.3 AUDIO AND VIDEO RECORDING BY PARTIES MAY BE PERMITTED

A party who wishes to make his or her own recording of a hearing may do so if authorized by the Tribunal and subject to the party undertaking to comply with any restrictions on use of the recordings specified by the Tribunal. Requests for permission to make recordings must be made in writing to the Tribunal at least 10 days prior to a hearing and the request must be copied to the other parties. The other parties may make submissions on the request in the time specified by the Tribunal. A recording made by a party does not become part of the Tribunal's record of the hearing. A party who makes a recording must provide a copy to all other parties and, upon request, to the Tribunal.

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14. CASE CONFERENCES

14.1 DIRECTIONS AND ORDERS AT CASE CONFERENCES

The Tribunal may issue procedural or administrative directions as necessary for the conduct of the proceeding and may make such further orders as the Tribunal deems necessary.

14.2 SCOPE OF CASE CONFERENCE SUBJECT MATTER

The Tribunal may on its own initiative, or in response to a party's written request, direct the parties to participate in a case conference to consider:

- a. The settlement of any or all of the issues;
- b. Facts or evidence that may be agreed upon;
- c. The identification, clarification, simplification and narrowing of the issues and whether further particulars are required;
- d. The identification of parties and other interested persons, adding parties, and the scope of each party's or person's participation at the hearing;
- e. The inspection and the exchange of documents, including witness statements and expert reports;
- f. Requests for production orders;
- g. The timeline for steps the parties must take leading up to a hearing;
- h. The hearing format and, in the case of in-person and electronic hearings, the estimated length of the hearing;
- i. Requirements for interpreters;
- j. French-language or bilingual proceedings;
- k. *Human Rights Code* or accessibility accommodation;
- l. Motions; and
- m. Any other matter that may assist in a fair and efficient resolution of the issues in the proceeding.

14.3 MEMBER NOT TO PARTICIPATE ON A HEARING PANEL

A Member who presides at or otherwise takes part in a case conference shall not participate as a Member of a panel at a subsequent hearing of the appeal except with the consent of the parties.

14.4 SETTLEMENT DISCUSSIONS

The case conference is an important opportunity to discuss settlement of the issues without the need for a hearing. The parties are expected to come to the case conference prepared to discuss settlement.

All settlement discussions in a case conference and the documents put forward solely for the purpose of settlement are confidential. Settlement discussions are held on a "without prejudice" basis. Settlement discussions shall not be communicated to the Member that participates in the hearing or otherwise be relied on in a hearing before the Tribunal for any purpose unless the parties consent.

14.5 CASE CONFERENCES NOT PUBLIC

A case conference is not open to the public unless the Tribunal so directs.

14.6 PARTY ATTENDANCE AT CASE CONFERENCES

A party as defined under Rule 2.16 must attend their case conference.

If an unforeseen event prevents a party from attending the case conference, the party is responsible for contacting the Tribunal before the scheduled start time on the notice of case conference. The party must advise the Tribunal of the nature of the unforeseen event that prevents the party from attending.

If a party who has been given notice does not attend their case conference within 10 minutes of the scheduled start time, the Tribunal will consider the reasons for non-attendance, and may:

- a. proceed in the absence of that party; and/or
- b. make any order it considers appropriate in the circumstances.

14.7 APPLICATION OF RULE 14

Despite Rule 1.4, this Rule applies to any appeal commenced on or after August 21, 2023, and to any appeal commenced before August 21, 2023 for which the first notice of case conference is issued on or after August 21, 2023.

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15. MOTIONS

15.1 FILING A MOTION

A party bringing a motion must file with the Tribunal:

- a. a notice of motion using the form provided on the Tribunal's website with the following information:
 - i. The decision or order that the party is requesting from the Tribunal;
 - ii. The authority being relied upon for the motion, including any statutes, regulations, Rules and authorities;
 - iii. The evidence in support of the motion; and
 - iv. The proposed format of the motion hearing.
- b. all supporting submissions, which must not exceed 6 double-spaced pages in length, exclusive of evidence and authorities.

The moving party must serve the notice of motion and all supporting submissions on the other parties before filing with the Tribunal.

Motion hearings may be conducted electronically, in-person, or in writing. The Tribunal will determine the format of the motion hearing.

15.2 MOTION HEARD AT A SCHEDULED EVENT

A party may request to have the motion heard at a scheduled adjudicative event.

The Tribunal may order a motion to be heard at a scheduled adjudicative event.

15.3 RESPONDING AND REPLY SUBMISSIONS

Before a motion is granted, the Tribunal may provide the responding parties with the opportunity to make submissions. The Tribunal may also provide the moving party with the opportunity to make reply submissions.

Parties must serve responding and reply submissions on the other parties before filing with the Tribunal.

15.4 ATTENDANCE AT MOTION HEARINGS

A representative may attend a motion hearing on behalf of a party. If attending on behalf of a party, the representative must have instructions on all issues being heard at the motion hearing.

15.5 APPLICATION OF RULE 15

Despite Rule 1.4, this Rule applies to any motion filed with the Tribunal on or after August 21, 2023.

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16. ADJOURNMENTS

16.1 REQUESTS FOR ADJOURNMENTS

A request for an adjournment of any adjudicative event at the Tribunal, including a case conference, motion hearing, settlement conference, or electronic, in-person, or written hearing must be made using the form for requesting an adjournment on the Tribunal's website.

The completed form must be served on the other parties prior to being filed with the Tribunal and must include all submissions and evidence in support of the request. Submissions must not exceed 5 double-spaced pages in length and must include:

- a. Details of the circumstances giving rise to the request;
- b. Other parties' position on the request, if known;
- c. The length of the adjournment being sought; and
- d. Whether a prior adjournment request has been denied for this same adjudicative event.

Failure to provide a completed form and supporting submissions and evidence will result in the request not being considered by the Tribunal.

16.2 ORAL ADJOURNMENTS REQUESTS

Despite Rule 16.1, a request for an adjournment may be made orally before a Member at the adjudicative event.

Oral requests will only be allowed in compelling circumstances where the party did not and could not have known of the circumstances giving rise to the adjournment request prior to the event.

The Tribunal may also direct that the request for an adjournment be heard at the event.

16.3 FACTORS TO CONSIDER

When considering whether to grant an adjournment request, the Tribunal may consider any of the following factors:

- a. The age of the file;
- b. Whether any previous adjournments have been granted and, if so, whether they were granted on a peremptory basis;
- c. Prejudice to the parties;
- d. Whether the request is on consent;
- e. The type of event the adjournment is being requested for;
- f. The length of notice that the Tribunal has provided to the parties of the event;
- g. The timeliness of the request;
- h. Whether the parties were given the opportunity to canvass their availability;
- i. The specific reasons for being unable to proceed on the scheduled date;
- j. Whether the parties can proceed on an earlier date;
- k. Whether the reason for the adjournment was foreseeable and avoidable, and what efforts, if any, were made to avoid the reason for the adjournment;
- l. The length of the requested adjournment and whether it would unduly delay the proceedings;
- m. Broader institutional and public interests;
- n. Legislative requirements;
- o. The principles of natural justice and fairness;
- p. Operational considerations; and
- q. Any other factors considered relevant in deciding the request.

16.4 ADJOURNMENT REQUESTS FOLLOWING A DENIAL

Following the denial of an adjournment request, the Tribunal will not consider any further adjournment requests for the same event that are made for essentially the same reason(s) as the initial request. This prohibition applies to any party to the proceeding.

If there are new and exceptional circumstances, a party can submit a new form for requesting an adjournment with supporting submissions, as set out in Rule 16.1, for the same event.

When applying the "new and exceptional circumstances" standard, the Tribunal will consider "new" to mean that the information was not known, and could not have been known, at the time of the first request, and "exceptional" to mean something extraordinary or beyond the parties' control.

16.5 APPLICATION OF RULE 16

Despite Rule 1.4, this Rule applies to any request for adjournment made orally or filed with the Tribunal on or after August 21, 2023.

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17. REVIEW AND CORRECTION (TYPOGRAPHICAL, CALCULATION AND OTHER MINOR ERRORS)

The Tribunal may at any time:

- a. Correct a typographical error, an error of calculation or similar error in its order or decision;
- b. Clarify an order or decision that contains a misstatement or ambiguity, which is not substantive and does not change the order or decision.

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18. RECONSIDERATION OF A TRIBUNAL DECISION

18.1 REQUEST FOR RECONSIDERATION

The Tribunal may reconsider any decision of the Tribunal that finally disposes of an appeal if:

- a. The request is made within 21 days of the date of the decision;
- b. The request is served on all parties and filed with the Tribunal using the form for reconsideration requests on the Tribunal's website; and
- c. The reconsideration request includes the following:
 - i. All submissions in support of the request, which must specify the applicable criteria under Rule 18.2. The submissions must not exceed 10 double-spaced pages in length, exclusive of evidence and authorities;
 - ii. Notification if the party is seeking judicial review or pursuing an appeal in relation to the decision; and
 - iii. The remedy or relief sought.

The request for reconsideration will be heard by written submissions. It may be heard by the same member whose decision is the subject of the request, or by another member.

18.2 CRITERIA FOR GRANTING RECONSIDERATION

The Tribunal shall not make an order under 18.4(b) unless satisfied that one or more of the following criteria are met:

- a. The Tribunal acted outside its jurisdiction or committed a material breach of procedural fairness;
- b. The Tribunal made an error of law or fact such that the Tribunal would likely have reached a different result had the error not been made; or
- c. There is evidence that was not before the Tribunal when rendering its decision, could not have been obtained previously by the party now seeking to introduce it, and would likely have affected the result.

18.3 OPPORTUNITY TO MAKE SUBMISSIONS

Responding parties will have an opportunity to make submissions before any order is made under 18.4(b).

18.4 OUTCOME OF RECONSIDERATION

Upon reconsidering a decision of the Tribunal, the Tribunal may:

- a. Dismiss the request; or
- b. After providing responding parties an opportunity to make submissions,
 - i. Confirm, vary, or cancel the decision or order; or
 - ii. Order a rehearing on all or part of the matter.

If the Tribunal orders a rehearing of the matter, the Tribunal may issue procedural and administrative directions and any such further orders as the Tribunal deems necessary.

18.5 REVIEW ON OWN INITIATIVE

At the discretion of the Chair or delegate, the Tribunal may, on its own initiative, review any decision of the Tribunal. The Tribunal's review shall take place within a reasonable time after the decision or order is made.

When conducting a review on its own initiative, the Tribunal shall not make an order under Rule 18.4(b) unless it is satisfied that one or more of the criteria in Rule 18.2 are met. Before making such an order, the Tribunal will provide the parties with an opportunity to make submissions.

18.6 APPLICATION OF RULE 18

Despite Rule 1.4, this Rule applies to any request for reconsideration of a decision or order issued on or after August 21, 2023, and any review on the Tribunal's own initiative of a decision or order issued on or after August 21, 2023.

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19. COSTS

19.1 COST REQUESTS

Where a party believes that another party in a proceeding has acted unreasonably, frivolously, vexatiously, or in bad faith, that party may make a request to the Tribunal for costs.

19.2 HOW COST REQUESTS ARE TO BE MADE

A request for costs may be made to the Tribunal in writing or orally at a case conference or hearing, at any time before the decision or order is released.

19.3 SUBMISSIONS ON COSTS

The Tribunal may order that a party making a request orally under Rule 19.2 shall provide written submissions to the Tribunal and all other parties within 7 days of that oral request. A submission on costs shall set out the amount being requested.

19.4 CONTENT OF SUBMISSIONS ON COSTS

A submission on costs shall set out the reasons for the request and the particulars of the other party's conduct that are alleged to be unreasonable, frivolous, vexatious, or in bad faith.

19.5 POWERS OF THE TRIBUNAL

In deciding whether to order costs and the amount of costs to be ordered, the Tribunal shall consider all relevant factors including: the seriousness of the misconduct; whether the conduct was in breach of a direction or order issued by the Tribunal, whether or not a party's behaviour interfered with the Tribunal's ability to carry out a fair, efficient, and effective process; prejudice to other parties; and the potential impact an order for costs would have on individuals accessing the Tribunal system.

The Tribunal may deny or grant the request for costs or award a different amount than requested.

19.6 AMOUNT OF COSTS

The amount of costs shall not exceed \$1000 for each full day of attendance at a motion, case conference or hearing.

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20. AUTOMOBILE ACCIDENT BENEFIT SERVICE (AABS) CLAIMS

20.1 APPLICATION OF THIS RULE

Rule 20 applies to AABS Claims pursuant to the *Insurance Act* only. All other Tribunal Rules also apply to AABS Claims except to the extent varied or negated by this Rule.

20.2 RESPONSE TO AABS CLAIM

A response to an AABS Claim shall be provided by a respondent, in the form specified by the Tribunal, within 14 days of the respondent having been served with the AABS Claim, or within such other period as may be specified by the Tribunal.

20.3 RESPONSE TO AABS CLAIM MUST DETAIL JURISDICTIONAL ISSUES

A response to an AABS Claim must clearly detail any jurisdictional issues that the respondent seeks to have considered by the Tribunal.

20.4 AABS CASE CONFERENCE SUMMARY

At least 10 days before a case conference, each party must file a case conference summary in such form as required by the Tribunal. The case conference summary must also be served on the other parties.

The case conference summary shall include:

- a. Any preliminary issue(s) the party intends to raise;
- b. Any issue(s) the party is seeking to add to the appeal and whether the responding parties agree to add the issue(s);
- c. A list of documents and things in the party's possession which they intend to rely on at the hearing;
- d. Verification that the documents and things listed in (c) have been provided to, or made available for inspection by, the other parties;
- e. A list of documents and things that a party is seeking from other parties;
- f. Any requests for production orders;
- g. A list of documents and things the party is seeking from non-parties;
- h. The party's preference of hearing format with reasons for the preference;
- i. A list of anticipated witnesses, including expert witnesses, that the party intends to call at an electronic or in-person hearing and a brief description of each witness' anticipated testimony; and
- j. An explanation of the necessity of calling more than two expert witnesses if a party seeks to call more than two such experts.

If a party does not file a case conference summary in compliance with this Rule, the Tribunal will take into account the party's non-compliance when:

- a. making orders and directions under Rule 14.1; and
- b. considering motions for productions under Rule 9 filed by the party after the case conference

20.5 SETTLEMENT AT CASE CONFERENCES

Parties should exchange settlement offers in advance of the case conference and be prepared to discuss settlement at the case conference.

Written offers for settlement must not be filed with the Tribunal.

20.6 COMBINING AABS CLAIMS

Where two or more AABS Claims have been made involving the same parties or the same accident, the Tribunal may:

- a. Combine the claims on consent of the parties;
- b. Schedule any case conferences to take place simultaneously; or
- c. Combine any hearings on consent of the parties.

20.7 INTERPRETER TO BE ARRANGED AT TRIBUNAL'S EXPENSE

Where a party gives notice pursuant to Rule 4.2 regarding the need for an interpreter, the Tribunal shall arrange for an interpreter at the Tribunal's expense, despite Rule 4.2.

20.8 APPLICATION OF RULE 20

Despite Rule 1.4, this Rule applies to any appeal commenced on or after August 21, 2023, and to any appeal commenced before August 21, 2023 for which the first notice of case conference is issued on or after August 21, 2023.

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21. APPLICATIONS TO REMOVE LIQUOR LICENCE CONDITIONS

21.1 APPLICATION OF RULE 21

Rule 21 applies only to applications to the Tribunal under s.11 (4) of the *Liquor Licence and Control Act 2019* to remove a condition of a licence.

All other Tribunal Rules also apply to these applications, except to the extent varied or negated by these Rules.

21.2 APPLICATION TO REMOVE LIQUOR LICENCE CONDITIONS (LIQUOR LICENCE AND CONTROL ACT 2019)

A Licensee may file an application to the Tribunal for the removal of one or more conditions on a liquor sales licence under section 11 (4) of the *Liquor Licence and Control Act 2019* by completing the Tribunal's *Application to Remove Conditions from a Liquor Licence* form and submitting it together with the prescribed filing fee and any other documentation that the Licensee considers necessary and appropriate to assist the Tribunal in arriving at its decision. The Licensee shall serve the application on the Registrar under the *Alcohol and Gaming Commission of Ontario* and file it with the Tribunal together with a Certificate of Service.

21.3 REPLY TO APPLICATION TO REMOVE LIQUOR LICENCE CONDITIONS (LIQUOR LICENCE AND CONTROL ACT 2019)

Within 15 days of receipt of the application, the Registrar under the *Alcohol and Gaming Commission of Ontario* shall serve on the Licensee and file with the Tribunal, together with a Certificate of Service, reply submissions that set out the Registrar under the *Alcohol and Gaming Commission of Ontario*'s position, with reasons, with respect to the Licensee's application. The reply submissions will include the original decision, any consents or orders imposing the condition and any other documents the Registrar under the *Alcohol and Gaming Commission of Ontario* considers necessary to assist the Tribunal in arriving at its decision.

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22. PUBLIC INTEREST PROCEEDINGS

22.1 APPLICATION OF THIS RULE

Rule 22 applies only to public interest proceedings under the *Liquor Licence and Control Act 2019*.

22.2 NOTICE

In a public interest proceeding pursuant to the *Liquor Licence and Control Act 2019*, objectors for whom the Tribunal has complete mailing or e-mail addresses shall be given notice of the first case conference in the proceeding. An objector who attends a case conference or has a representative attend on their behalf shall be given notice of the next case conference or hearing.

22.3 PROCEEDING WHERE OBJECTOR DOES NOT ATTEND CASE CONFERENCE

If an objector does not attend a case conference for which they had notice, and does not have a representative attend on their behalf, the Tribunal may proceed without their participation and a binding settlement may be reached between the parties. The objector is not entitled to further notice of the proceedings.

22.4 REQUEST BY OBJECTORS TO BE MADE A PARTY IN A PUBLIC INTEREST PROCEEDING

An objector, including an individual, a group of objectors, a residents' association, or a municipality, may ask to be made a party in a public interest proceeding, which request shall be made before or at the case conference.

22.5 EFFECT OF PARTY STATUS

An objector who is made a party to a public interest proceeding has the right to participate in the proceeding.

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22.6 NON-PARTY OBJECTORS

An objector who is not a party may still give evidence at the hearing and have their views considered.

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23. HIGHWAY TRAFFIC ACT APPEALS

23.1 APPLICATION OF RULE 23

Rule 23 applies to appeals pursuant to the *Highway Traffic Act*. All other Tribunal Rules also apply to these appeals, except to the extent varied or negated by this Rule.

23.2 APPEALS UNDER *HIGHWAY TRAFFIC ACT*(HTA) TO BE SCHEDULED WITHIN 30 DAYS

Appeals under the following sections of the *Highway Traffic Act* (HTA) are scheduled to be heard within 30 days of receipt of a complete appeal:

- a. Section 50, arising from a decision under section 32(5)(b)(i) or section 47 respecting the suspension or cancellation or change in class of a driver's licence on the basis of a medical condition or the fitness to drive of the holder of the licence;
- b. Section 50.1 respecting driver's licence suspensions under section 48.3 or 48.3.1;
- c. Section 50.2 respecting notices or orders to impound under section 55.1; and
- d. Section 50.3 respecting impoundments and suspensions of commercial motor vehicle or trailers under section 82.1.

23.3 DISCLOSURE TIMELINES FOR (HTA) APPEALS

Disclosure in appeals respecting the suspension or cancellation of a driver's licence, as set out in 23.2(a) shall be made:

- a. By the appellant at least 10 days prior to the hearing; and
- b. By the Registrar of Motor Vehicles or Minister of Transportation at least 10 days prior to the hearing.

Disclosure in the HTA appeal types set out in 23.2 (b), (c) and (d) shall be made:

- a. By the appellant at least 10 days prior to the hearing; and
- b. By the Registrar of Motor Vehicles or Minister of Transportation at least 5 days prior to the hearing.

For clarity, the timelines in Rules 10.3 and 10.4 do not apply to HTA appeals.

23.4 APPLICATION

Despite Rule 1.4, this Rule applies to all appeals effective August 21, 2023.

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24. REPRESENTATION

This Rule applies to representatives as defined in Rule 2.20.

24.1 PARTY'S ABILITY TO HAVE A REPRESENTATIVE

A party may be self-represented, or they may have a representative. In keeping with Rule 2.20, representatives are required to be authorized under the *Law Society Act* to represent a party in the proceeding and they must comply with the *Law Society Act*, applicable guidelines, and rules of professional conduct.

24.2 DECLARATION OF REPRESENTATIVE REQUIRED

If a party wishes to have a representative, the representative must:

- a. file with the Tribunal the form for the declaration of a representative provided on the Tribunal's website, and
- b. serve a copy of the form on all other parties.

The Tribunal will not recognize a representative unless a completed form has been filed and served.

If a party wants to change their representative, the new representative must file a form for the declaration of a representative with the Tribunal and serve a copy on all other parties.

24.3 PROCEEDING WITHOUT A REPRESENTATIVE

If, after having a representative, a party subsequently chooses to proceed without a representative, they must notify the Tribunal and the other parties in writing. No further steps are required.

24.4 REPRESENTATIVE WITHDRAWAL

A representative may remove themselves as a party's representative by filing a completed form for the removal of a representative with the Tribunal and serving a copy of the form on their client and the other parties. The withdrawing representative must confirm that:

- a. the party they were representing has been advised of their withdrawal as representative; and
- b. the representative has complied with the *Law Society Act* and applicable guidelines and codes of conduct when withdrawing as the party's representative.

No further steps are required if:

- a. these requirements are completed 30 or more calendar days before the next adjudicative event; or
- b. another representative is taking over as the party's representative and the new representative has filed and served a form for the declaration of a representative pursuant to Rule 24.2.

24.5 WITHDRAWAL LESS THAN 30 DAYS BEFORE NEXT ADJUDICATIVE EVENT

If a representative is seeking to remove themselves as a party's representative less than 30 calendar days before the next adjudicative event, the representative must receive an order from the Tribunal before being removed as the representative unless:

- a. the party is choosing to proceed without a representative and has advised the Tribunal pursuant to Rule 24.3; or
- b. another representative is taking over as the party's representative and the new representative has filed and served a form for the declaration of a representative pursuant to Rule 24.2.

If the representative is seeking an order from the Tribunal, they must file with the Tribunal and serve on their client:

- a. a completed form for the removal of a representative;
- b. a notice of motion; and
- c. supporting material.

The representative seeking to withdraw must also serve the form and notice of motion on the other parties. The representative is not required to serve the supporting material on the other parties.

The Tribunal will set the format for hearing the motion.

The Tribunal may hear the motion as a preliminary issue at the start of the next adjudicative event.

If the Tribunal orders an in-person or electronic hearing of the motion, the representative must attend the hearing of the motion.

24.6 REQUIREMENTS RESPECTING PRIVILEGED, PREJUDICIAL INFORMATION

A representative bringing a motion under Rule 24.5 who files materials with the Tribunal that are subject to privilege or that could, if disclosed to another person, be prejudicial to the client, must notify the Tribunal that the materials contain privileged and/or prejudicial information.

The Tribunal may make a confidentiality order for any privileged and/or prejudicial information relating to the request for withdrawal. The order may be made at the request of a party, the withdrawing representative, or on the Tribunal's own initiative.

The representative must redact or omit the privileged and/or prejudicial information from the notice of motion and from the materials served on a party other than the client pursuant to Rule 24.5.

The Tribunal will use the information contained in the motion and supporting materials solely for the purpose of adjudicating the request for withdrawal.

A member who presides or otherwise takes part in a motion hearing for:

- a. the confidentiality order, and/or
- b. the removal of representative

must not participate at the hearing of the appeal.

24.7 OUTCOME OF TRIBUNAL REVIEW

Upon review of a request for removal under Rule 24.5, the Tribunal may:

- a. allow the request for removal;
- b. refuse the request for removal; and/or
- c. make any other order the Tribunal considers appropriate in the circumstances.

The Tribunal may consider any relevant factor, including but not limited to:

- a. the reason for the request to withdraw;
- b. whether the representative confirms they have complied with the *Law Society Act* and applicable codes of conduct and guidelines;
- c. the conduct of the representative leading up to the request, such as whether the representative gave reasonable notice to allow the party to seek other means of representation, or if the representative filed a motion with the Tribunal to withdraw at the earliest possible time;
- d. the history of the proceeding, including whether the represented party has repeatedly changed representatives;
- e. the impact of the withdrawal on the representative's client;
- f. any resulting prejudice to the other parties; and
- g. the impact of the withdrawal on the proceeding and the Tribunal's ability to fulfill its mandate.

24.8 REQUESTS FOR ADJOURNMENT DUE TO WITHDRAWAL OF REPRESENTATIVE

For clarity, Rule 16 and any related Practice Direction apply to requests for adjournment arising from the withdrawal of a representative.

24.9 APPLICATION OF RULE 24

Despite Rule 1.4, this Rule applies to all appeals effective August 21, 2023.

Tab 8



Important: This version of the e-Laws website will be upgraded to a new version in the coming weeks. You can try the beta version of the new e-Laws at ontario.ca/laws-beta.



[Français](#)

Statutory Powers Procedure Act

R.S.O. 1990, CHAPTER S.22

Consolidation Period: From June 3, 2021 to the [e-Laws currency date](#).

Last amendment: [2021, c. 25, Sched. 27, s. 1-3](#).

Legislative History: [+]

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"electronic hearing" means a hearing held by conference telephone or some other form of electronic technology allowing persons to hear one another; ("audience électronique")

"hearing" means a hearing in any proceeding; ("audience")

"licence" includes any permit, certificate, approval, registration or similar form of permission required by law; ("autorisation")

"municipality" has the same meaning as in the *Municipal Affairs Act*; ("municipalité")

"oral hearing" means a hearing at which the parties or their representatives attend before the tribunal in person; ("audience orale")

"proceeding" means a proceeding to which this Act applies; ("instance")

"representative" means, in respect of a proceeding to which this Act applies, a person authorized under the *Law Society Act* to represent a person in that proceeding; ("représentant")

"statutory power of decision" means a power or right, conferred by or under a statute, to make a decision deciding or prescribing

(a) the legal rights, powers, privileges, immunities, duties or liabilities of any person or party, or

(b) the eligibility of any person or party to receive, or to the continuation of, a benefit or licence, whether the person is legally entitled thereto or not; ("compétence légale de décision")

"tribunal" means one or more persons, whether or not incorporated and however described, upon which a statutory power of decision is conferred by or under a statute; ("tribunal")

"written hearing" means a hearing held by means of the exchange of documents, whether in written form or by electronic means; ("audience écrite") R.S.O. 1990, c. S.22, s. 1 (1); 1994, c. 27, s. 56 (1-3); 2002, c. 17, Sched. F, Table; 2006, c. 21, Sched. C, s. 134 (1, 2).

Meaning of "person" extended

(2) A municipality, an unincorporated association of employers, a trade union or council of trade unions who may be a party to a proceeding in the exercise of a statutory power of decision under the statute conferring the power shall be deemed to be a person for the purpose of any provision of this Act or of any rule made under this Act that applies to parties. R.S.O. 1990, c. S.22, s. 1 (2)

Section Amendments with date in force (d/m/y) [+]

Liberal construction of Act and rules

2 This Act, and any rule made by a tribunal under subsection 17.1 (4) or section 25.1, shall be liberally construed to secure the just, most expeditious and cost-effective determination of every proceeding on its merits. 1999, c. 12, Sched. B, s. 16 (1); 2006, c. 19, Sched. B, s. 21 (1).

Section Amendments with date in force (d/m/y) [+]

Application of Act

3 (1) Subject to subsection (2), this Act applies to a proceeding by a tribunal in the exercise of a statutory power of decision conferred by or under an Act of the Legislature, where the tribunal is required by or under such Act or otherwise by law to hold or to afford to the parties to the proceeding an opportunity for a hearing before making a decision. R.S.O. 1990, c. S.22, s. 3 (1); 1994, c. 27, s. 56 (5)

Where Act does not apply

(2) This Act does not apply to a proceeding,

(a) before the Assembly or any committee of the Assembly;

(b) in or before,

(i) the Court of Appeal,

(ii) the Superior Court of Justice,

(iii) the Ontario Court of Justice,

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(iv) the Family Court of the Superior Court of Justice.

(v) the Small Claims Court, or

(vi) a justice of the peace;

(c) to which the Rules of Civil Procedure apply;

(d) before an arbitrator to which the *Arbitration Act, 1991* or the *Labour Relations Act, 1995* applies;

(e) at a coroner's inquest;

(f) of a commission appointed under the *Public Inquiries Act, 2009*;

(g) of one or more persons required to make an investigation and to make a report, with or without recommendations, where the report is for the information or advice of the person to whom it is made and does not in any way legally bind or limit that person in any decision he or she may have power to make; or

(h) of a tribunal empowered to make regulations, rules or by-laws in so far as its power to make regulations, rules or by-laws is concerned. R.S.O. 1990, c. S.22, s. 3 (2); 1994, c. 27, s. 56 (6); 2006, c. 19, Sched. C, s. 1 (1, 2, 4); 2009, c. 33, Sched. 6, s. 87; 2021, c. 25, Sched. 27, s. 1.

Section Amendments with date in force (d/m/y) [+]

Waiver

Waiver of procedural requirement

4 (1) Any procedural requirement of this Act, or of another Act or a regulation that applies to a proceeding, may be waived with the consent of the parties and the tribunal. 1997, c. 23, s. 13 (1).

Same, rules

(2) Any provision of a tribunal's rules made under section 25.1 may be waived in accordance with the rules. 1994, c. 27, s. 56 (7).

Section Amendments with date in force (d/m/y) [+]

Disposition without hearing

4.1 If the parties consent, a proceeding may be disposed of by a decision of the tribunal given without a hearing, unless another Act or a regulation that applies to the proceeding provides otherwise. 1997, c. 23, s. 13 (2).

Section Amendments with date in force (d/m/y) [+]

Panels, certain matters

4.2 (1) A procedural or interlocutory matter in a proceeding may be heard and determined by a panel consisting of one or more members of the tribunal, as assigned by the chair of the tribunal. 1994, c. 27, s. 56 (8).

Assignments

(2) In assigning members of the tribunal to a panel, the chair shall take into consideration any requirement imposed by another Act or a regulation that applies to the proceeding that the tribunal be representative of specific interests. 1997, c. 23, s. 13 (3).

Decision of panel

(3) The decision of a majority of the members of a panel, or their unanimous decision in the case of a two-member panel, is the tribunal's decision. 1994, c. 27, s. 56 (8).

Section Amendments with date in force (d/m/y) [+]

Panel of one, reduced panel

Panel of one

4.2.1 (1) The chair of a tribunal may decide that a proceeding be heard by a panel of one person and assign the person to hear the proceeding unless there is a statutory requirement in another Act that the proceeding be heard by a panel of more than one person.

Reduction in number of panel members

(2) Where there is a statutory requirement in another Act that a proceeding be heard by a panel of a specified number of persons, the chair of the tribunal may assign to the panel one person or any lesser number of persons than the number specified in the other Act if all parties to the proceeding consent. 1999, c. 12, Sched. B, s. 16 (2).

Section Amendments with date in force (d/m/y) [+]

Expiry of term

4.3 If the term of office of a member of a tribunal who has participated in a hearing expires before a decision is given, the term shall be deemed to continue, but only for the purpose of participating in the decision and for no other purpose. 1997, c. 23, s. 13 (4).

Section Amendments with date in force (d/m/y) [+]

Incapacity of member

4.4 (1) If a member of a tribunal who has participated in a hearing becomes unable, for any reason, to complete the hearing or to participate in the decision, the remaining member or members may complete the hearing and give a decision. 1994, c. 27, s. 56 (9).

Other Acts and regulations

(2) Subsection (1) does not apply if another Act or a regulation specifically deals with the issue of what takes place in the circumstances described in subsection (1). 1997, c. 23, s. 13 (5).

Section Amendments with date in force (d/m/y) [+]

Decision not to process commencement of proceeding

4.5 (1) Subject to subsection (3), upon receiving documents relating to the commencement of a proceeding, a tribunal or its administrative staff may decide not to process the documents relating to the commencement of the proceeding if,

- (a) the documents are incomplete;
- (b) the documents are received after the time required for commencing the proceeding has elapsed;
- (c) the fee required for commencing the proceeding is not paid; or
- (d) there is some other technical defect in the commencement of the proceeding.

Notice

(2) A tribunal or its administrative staff shall give the party who commences a proceeding notice of its decision under subsection (1) and shall set out in the notice the reasons for the decision and the requirements for resuming the processing of the documents.

Rules under s. 25.1

(3) A tribunal or its administrative staff shall not make a decision under subsection (1) unless the tribunal has made rules under section 25.1 respecting the making of such decisions and those rules shall set out,

- (a) any of the grounds referred to in subsection (1) upon which the tribunal or its administrative staff may decide not to process the documents relating to the commencement of a proceeding; and
- (b) the requirements for the processing of the documents to be resumed.

Continuance of provisions in other statutes

(4) Despite section 32, nothing in this section shall prevent a tribunal or its administrative staff from deciding not to process documents relating to the commencement of a proceeding on grounds that differ from those referred to in subsection (1) or without complying with subsection (2) or (3) if the tribunal or its staff does so in accordance with the provisions of an Act that are in force on the day this section comes into force. 1999, c. 12, Sched. B, s. 16 (3).

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Section Amendments with date in force (d/m/y) [+]

Dismissal of proceeding without hearing

4.6 (1) Subject to subsections (5) and (6), a tribunal may dismiss a proceeding without a hearing if,

- (a) the proceeding is frivolous, vexatious or is commenced in bad faith;
- (b) the proceeding relates to matters that are outside the jurisdiction of the tribunal; or
- (c) some aspect of the statutory requirements for bringing the proceeding has not been met.

Notice

(2) Before dismissing a proceeding under this section, a tribunal shall give notice of its intention to dismiss the proceeding to,

- (a) all parties to the proceeding if the proceeding is being dismissed for reasons referred to in clause (1) (b); or
- (b) the party who commences the proceeding if the proceeding is being dismissed for any other reason.

Same

(3) The notice of intention to dismiss a proceeding shall set out the reasons for the dismissal and inform the parties of their right to make written submissions to the tribunal with respect to the dismissal within the time specified in the notice.

Right to make submissions

(4) A party who receives a notice under subsection (2) may make written submissions to the tribunal with respect to the dismissal within the time specified in the notice.

Dismissal

(5) A tribunal shall not dismiss a proceeding under this section until it has given notice under subsection (2) and considered any submissions made under subsection (4).

Rules

(6) A tribunal shall not dismiss a proceeding under this section unless it has made rules under section 25.1 respecting the early dismissal of proceedings and those rules shall include,

- (a) any of the grounds referred to in subsection (1) upon which a proceeding may be dismissed;
- (b) the right of the parties who are entitled to receive notice under subsection (2) to make submissions with respect to the dismissal; and
- (c) the time within which the submissions must be made.

Continuance of provisions in other statutes

(7) Despite section 32, nothing in this section shall prevent a tribunal from dismissing a proceeding on grounds other than those referred to in subsection (1) or without complying with subsections (2) to (6) if the tribunal dismisses the proceeding in accordance with the provisions of an Act that are in force on the day this section comes into force. 1999, c. 12, Sched. B, s. 16 (3).

Section Amendments with date in force (d/m/y) [+]

Classifying proceedings

4.7 A tribunal may make rules under section 25.1 classifying the types of proceedings that come before it and setting guidelines as to the procedural steps or processes (such as preliminary motions, pre-hearing conferences, alternative dispute resolution mechanisms, expedited hearings) that apply to each type of proceeding and the circumstances in which other procedures may apply. 1999, c. 12, Sched. B, s. 16 (3).

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Section Amendments with date in force (d/m/y) [+]

Alternative dispute resolution

4.8 (1) A tribunal may direct the parties to a proceeding to participate in an alternative dispute resolution mechanism for the purposes of resolving the proceeding or an issue arising in the proceeding if,

- (a) it has made rules under section 25.1 respecting the use of alternative dispute resolution mechanisms; and
- (b) all parties consent to participating in the alternative dispute resolution mechanism.

Definition

(2) In this section,

“alternative dispute resolution mechanism” includes mediation, conciliation, negotiation or any other means of facilitating the resolution of issues in dispute.

Rules

(3) A rule under section 25.1 respecting the use of alternative dispute resolution mechanisms shall include procedural guidelines to deal with the following:

1. The circumstances in which a settlement achieved by means of an alternative dispute resolution mechanism must be reviewed and approved by the tribunal.
2. Any requirement, statutory or otherwise, that there be an order by the tribunal.

Mandatory alternative dispute resolution

(4) A rule under subsection (3) may provide that participation in an alternative dispute resolution mechanism is mandatory or that it is mandatory in certain specified circumstances.

Person appointed to mediate, etc.

(5) A rule under subsection (3) may provide that a person appointed to mediate, conciliate, negotiate or help resolve a matter by means of an alternative dispute resolution mechanism be a member of the tribunal or a person independent of the tribunal. However, a member of the tribunal who is so appointed with respect to a matter in a proceeding shall not subsequently hear the matter if it comes before the tribunal unless the parties consent.

Continuance of provisions in other statutes

(6) Despite section 32, nothing in this section shall prevent a tribunal from directing parties to a proceeding to participate in an alternative dispute resolution mechanism even though the requirements of subsections (1) to (5) have not been met if the tribunal does so in accordance with the provisions of an Act that are in force on the day this section comes into force. 1999, c. 12, Sched. B, s. 16 (3).

Section Amendments with date in force (d/m/y) [+]

Mediators, etc.: not compellable, notes not evidence

Mediators, etc., not compellable

4.9 (1) No person employed as a mediator, conciliator or negotiator or otherwise appointed to facilitate the resolution of a matter before a tribunal by means of an alternative dispute resolution mechanism shall be compelled to give testimony or produce documents in a proceeding before the tribunal or in a civil proceeding with respect to matters that come to his or her knowledge in the course of exercising his or her duties under this or any other Act.

Evidence in civil proceedings

(2) No notes or records kept by a mediator, conciliator or negotiator or by any other person appointed to facilitate the resolution of a matter before a tribunal by means of an alternative dispute resolution mechanism under this or any other Act are admissible in a civil proceeding. 1999, c. 12, Sched. B, s. 16 (3).

Section Amendments with date in force (d/m/y) [+]

Parties

5. The parties to a proceeding shall be the persons specified as parties by or under the statute under which the proceeding arises or, if not so specified, persons entitled by law to be parties to the proceeding. R.S.O. 1990, c. S.22, s. 5.

Written hearings

5.1 (1) A tribunal whose rules made under section 25.1 deal with written hearings may hold a written hearing in a proceeding. 1997, c. 23, s. 13 (6).

Exception

(2) The tribunal shall not hold a written hearing if a party satisfies the tribunal that there is good reason for not doing so.

Same

(2.1) Subsection (2) does not apply if the only purpose of the hearing is to deal with procedural matters. 1999, c. 12, Sched. B, s. 16 (4).

Documents

(3) In a written hearing, all the parties are entitled to receive every document that the tribunal receives in the proceeding. 1994, c. 27, s. 56 (10).

Section Amendments with date in force (d/m/y) [+]

Electronic hearings

5.2 (1) A tribunal whose rules made under section 25.1 deal with electronic hearings may hold an electronic hearing in a proceeding. 1997, c. 23, s. 13 (7).

Exception

(2) The tribunal shall not hold an electronic hearing if a party satisfies the tribunal that holding an electronic rather than an oral hearing is likely to cause the party significant prejudice.

Same

(3) Subsection (2) does not apply if the only purpose of the hearing is to deal with procedural matters.

Participants to be able to hear one another

(4) In an electronic hearing, all the parties and the members of the tribunal participating in the hearing must be able to hear one another and any witnesses throughout the hearing. 1994, c. 27, s. 56 (10).

Section Amendments with date in force (d/m/y) [+]

Different kinds of hearings in one proceeding

5.2.1 A tribunal may, in a proceeding, hold any combination of written, electronic and oral hearings. 1997, c. 23, s. 13 (8).

Section Amendments with date in force (d/m/y) [+]

Pre-hearing conferences

5.3 (1) If the tribunal's rules made under section 25.1 deal with pre-hearing conferences, the tribunal may direct the parties to participate in a pre-hearing conference to consider,

- (a) the settlement of any or all of the issues;
- (b) the simplification of the issues;
- (c) facts or evidence that may be agreed upon;

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- (d) the dates by which any steps in the proceeding are to be taken or begun;
- (e) the estimated duration of the hearing; and
- (f) any other matter that may assist in the just and most expeditious disposition of the proceeding. 1994, c. 27, s. 56 (11); 1997, c. 23, s. 13 (9).

Other Acts and regulations

(1.1) The tribunal's power to direct the parties to participate in a pre-hearing conference is subject to any other Act or regulation that applies to the proceeding. 1997, c. 23, s. 13 (10).

Who presides

(2) The chair of the tribunal may designate a member of the tribunal or any other person to preside at the pre-hearing conference.

Orders

(3) A member who presides at a pre-hearing conference may make such orders as he or she considers necessary or advisable with respect to the conduct of the proceeding, including adding parties.

Disqualification

(4) A member who presides at a pre-hearing conference at which the parties attempt to settle issues shall not preside at the hearing of the proceeding unless the parties consent. 1994, c. 27, s. 56 (11).

Application of s. 5.2

(5) Section 5.2 applies to a pre-hearing conference, with necessary modifications. 1997, c. 23, s. 13 (10).

Section Amendments with date in force (d/m/y) [+]

Disclosure

5.4 (1) If the tribunal's rules made under section 25.1 deal with disclosure, the tribunal may, at any stage of the proceeding before all hearings are complete, make orders for,

- (a) the exchange of documents;
- (b) the oral or written examination of a party;
- (c) the exchange of witness statements and reports of expert witnesses;
- (d) the provision of particulars;
- (e) any other form of disclosure. 1994, c. 27, s. 56 (12); 1997, c. 23, s. 13 (11).

Other Acts and regulations

(1.1) The tribunal's power to make orders for disclosure is subject to any other Act or regulation that applies to the proceeding. 1997, c. 23, s. 13 (12).

Exception, privileged information

(2) Subsection (1) does not authorize the making of an order requiring disclosure of privileged information. 1994, c. 27, s. 56 (12).

Section Amendments with date in force (d/m/y) [+]

Notice of hearing

6 (1) The parties to a proceeding shall be given reasonable notice of the hearing by the tribunal. R.S.O. 1990, c. S.22, s. 6 (1).

Statutory authority

(2) A notice of a hearing shall include a reference to the statutory authority under which the hearing will be held.

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Oral hearing

(3) A notice of an oral hearing shall include,

- (a) a statement of the time, place and purpose of the hearing; and
- (b) a statement that if the party notified does not attend at the hearing, the tribunal may proceed in the party's absence and the party will not be entitled to any further notice in the proceeding. 1994, c. 27, s. 56 (13).

Written hearing

(4) A notice of a written hearing shall include,

- (a) a statement of the date and purpose of the hearing, and details about the manner in which the hearing will be held;
- (b) a statement that the hearing shall not be held as a written hearing if the party satisfies the tribunal that there is good reason for not holding a written hearing (in which case the tribunal is required to hold it as an electronic or oral hearing) and an indication of the procedure to be followed for that purpose;
- (c) a statement that if the party notified neither acts under clause (b) nor participates in the hearing in accordance with the notice, the tribunal may proceed without the party's participation and the party will not be entitled to any further notice in the proceeding. 1994, c. 27, s. 56 (13); 1997, c. 23, s. 13 (13); 1999, c. 12, Sched. B, s. 16 (5).

Electronic hearing

(5) A notice of an electronic hearing shall include,

- (a) a statement of the time and purpose of the hearing, and details about the manner in which the hearing will be held;
- (b) a statement that the only purpose of the hearing is to deal with procedural matters, if that is the case;
- (c) if clause (b) does not apply, a statement that the party notified may, by satisfying the tribunal that holding the hearing as an electronic hearing is likely to cause the party significant prejudice, require the tribunal to hold the hearing as an oral hearing, and an indication of the procedure to be followed for that purpose; and
- (d) a statement that if the party notified neither acts under clause (c), if applicable, nor participates in the hearing in accordance with the notice, the tribunal may proceed without the party's participation and the party will not be entitled to any further notice in the proceeding. 1994, c. 27, s. 56 (13).

Section Amendments with date in force (d/m/y) [+]

Effect of non-attendance at hearing after due notice

7 (1) Where notice of an oral hearing has been given to a party to a proceeding in accordance with this Act and the party does not attend at the hearing, the tribunal may proceed in the absence of the party and the party is not entitled to any further notice in the proceeding. R.S.O. 1990, c. S.22, s. 7; 1994, c. 27, s. 56 (14).

Same, written hearings

(2) Where notice of a written hearing has been given to a party to a proceeding in accordance with this Act and the party neither acts under clause 6 (4) (b) nor participates in the hearing in accordance with the notice, the tribunal may proceed without the party's participation and the party is not entitled to any further notice in the proceeding.

Same, electronic hearings

(3) Where notice of an electronic hearing has been given to a party to a proceeding in accordance with this Act and the party neither acts under clause 6 (5) (c), if applicable, nor participates in the hearing in accordance with the notice, the tribunal may proceed without the party's participation and the party is not entitled to any further notice in the proceeding. 1994, c. 27, s. 56 (15).

Section Amendments with date in force (d/m/y) [+]

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Where character, etc., of a party is in issue

8. Where the good character, propriety of conduct or competence of a party is an issue in a proceeding, the party is entitled to be furnished prior to the hearing with reasonable information of any allegations with respect thereto. R.S.O. 1990, c. S.22, s. 8.

Hearings to be public; maintenance of order

Hearings to be public, exceptions

9 (1) An oral hearing shall be open to the public except where the tribunal is of the opinion that,

- (a) matters involving public security may be disclosed; or
- (b) intimate financial or personal matters or other matters may be disclosed at the hearing of such a nature, having regard to the circumstances, that the desirability of avoiding disclosure thereof in the interests of any person affected or in the public interest outweighs the desirability of adhering to the principle that hearings be open to the public.

in which case the tribunal may hold the hearing in the absence of the public. R.S.O. 1990, c. S.22, s. 9 (1); 1994, c. 27, s. 56 (16)

Written hearings

(1.1) In a written hearing, members of the public are entitled to reasonable access to the documents submitted, unless the tribunal is of the opinion that clause (1) (a) or (b) applies. 1994, c. 27, s. 56 (17).

Electronic hearings

(1.2) An electronic hearing shall be open to the public unless the tribunal is of the opinion that,

- (a) it is not practical to hold the hearing in a manner that is open to the public; or
- (b) clause (1) (a) or (b) applies. 1997, c. 23, s. 13 (14).

Maintenance of order at hearings

(2) A tribunal may make such orders or give such directions at an oral or electronic hearing as it considers necessary for the maintenance of order at the hearing, and, if any person disobeys or fails to comply with any such order or direction, the tribunal or a member thereof may call for the assistance of any peace officer to enforce the order or direction, and every peace officer so called upon shall take such action as is necessary to enforce the order or direction and may use such force as is reasonably required for that purpose. R.S.O. 1990, c. S.22, s. 9 (2); 1994, c. 27, s. 56 (18).

Section Amendments with date in force (d/m/y) [+]

Proceedings involving similar questions

9.1 (1) If two or more proceedings before a tribunal involve the same or similar questions of fact, law or policy, the tribunal may,

- (a) combine the proceedings or any part of them, with the consent of the parties;
- (b) hear the proceedings at the same time, with the consent of the parties;
- (c) hear the proceedings one immediately after the other; or
- (d) stay one or more of the proceedings until after the determination of another one of them.

Exception

(2) Subsection (1) does not apply to proceedings held under section 21 of the *Ontario Land Tribunal Act, 2021*. 1994, c. 27, s. 56 (19); 2021, c. 4, Sched. 6, s. 91.

Same

(3) Clauses (1) (a) and (b) do not apply to a proceeding if,

- (a) any other Act or regulation that applies to the proceeding requires that it be heard in private;

(b) the tribunal is of the opinion that clause 9 (1) (a) or (b) applies to the proceeding. 1994, c. 27, s. 56 (19); 1997, c. 23, s. 13 (15).

Conflict, consent requirements

(4) The consent requirements of clauses (1) (a) and (b) do not apply if another Act or a regulation that applies to the proceedings allows the tribunal to combine them or hear them at the same time without the consent of the parties. 1997, c. 23, s. 13 (16)

Use of same evidence

(5) If the parties to the second-named proceeding consent, the tribunal may treat evidence that is admitted in a proceeding as if it were also admitted in another proceeding that is heard at the same time under clause (1) (b). 1994, c. 27, s. 56 (19).

Section Amendments with date in force (d/m/y) [+]

Right to representation

10 A party to a proceeding may be represented by a representative. 2006, c. 21, Sched. C, s. 134 (3).

Section Amendments with date in force (d/m/y) [+]

Examination of witnesses

10.1 A party to a proceeding may, at an oral or electronic hearing,

- (a) call and examine witnesses and present evidence and submissions; and
- (b) conduct cross-examinations of witnesses at the hearing reasonably required for a full and fair disclosure of all matters relevant to the issues in the proceeding. 1994, c. 27, s. 56 (20).

Section Amendments with date in force (d/m/y) [+]

Rights of witnesses to representation

11 (1) A witness at an oral or electronic hearing is entitled to be advised by a representative as to his or her rights, but such representative may take no other part in the hearing without leave of the tribunal. 2006, c. 21, Sched. C, s. 134 (4).

Idem

(2) Where an oral hearing is closed to the public, the witness's representative is not entitled to be present except when that witness is giving evidence. R.S.O. 1990, c. S.22, s. 11 (2); 1994, c. 27, s. 56 (22); 2006, c. 21, Sched. C, s. 134 (5).

Section Amendments with date in force (d/m/y) [+]

Summonses

12 (1) A tribunal may require any person, including a party, by summons,

- (a) to give evidence on oath or affirmation at an oral or electronic hearing; and
- (b) to produce in evidence at an oral or electronic hearing documents and things specified by the tribunal,

relevant to the subject-matter of the proceeding and admissible at a hearing. R.S.O. 1990, c. S.22, s. 12 (1); 1994, c. 27, s. 56 (23)

Form and service of summons

(2) A summons issued under subsection (1) shall be in the prescribed form (in English or French) and,

- (a) where the tribunal consists of one person, shall be signed by him or her;
- (b) where the tribunal consists of more than one person, shall be signed by the chair of the tribunal or in such other manner as documents on behalf of the tribunal may be signed under the statute constituting the tribunal. 1994, c. 27, s. 56 (24).

Same

(3) The summons shall be served personally on the person summoned. 1994, c. 27, s. 56 (24).

Fees and allowances

(3.1) The person summoned is entitled to receive the same fees or allowances for attending at or otherwise participating in the hearing as are paid to a person summoned to attend before the Superior Court of Justice. 1994, c. 27, s. 56 (24); 2006, c. 19, Sched. C, s. 1 (1).

Bench warrant

(4) A judge of the Superior Court of Justice may issue a warrant against a person if the judge is satisfied that

- (a) a summons was served on the person under this section;
- (b) the person has failed to attend or to remain in attendance at the hearing (in the case of an oral hearing) or has failed otherwise to participate in the hearing (in the case of an electronic hearing) in accordance with the summons; and
- (c) the person's attendance or participation is material to the ends of justice. 1994, c. 27, s. 56 (25); 2006, c. 19, Sched. C, s. 1 (1).

Same

(4.1) The warrant shall be in the prescribed form (in English or French), directed to any police officer, and shall require the person to be apprehended anywhere within Ontario, brought before the tribunal forthwith and,

- (a) detained in custody as the judge may order until the person's presence as a witness is no longer required; or
- (b) in the judge's discretion, released on a recognizance, with or without sureties, conditioned for attendance or participation to give evidence. 1994, c. 27, s. 56 (25).

Proof of service

(5) Service of a summons may be proved by affidavit in an application to have a warrant issued under subsection (4). 1994, c. 27, s. 56 (26).

Certificate of facts

(6) Where an application to have a warrant issued is made on behalf of a tribunal, the person constituting the tribunal or, if the tribunal consists of more than one person, the chair of the tribunal may certify to the judge the facts relied on to establish that the attendance or other participation of the person summoned is material to the ends of justice, and the judge may accept the certificate as proof of the facts. 1994, c. 27, s. 56 (26).

Same

(7) Where the application is made by a party to the proceeding, the facts relied on to establish that the attendance or other participation of the person is material to the ends of justice may be proved by the party's affidavit. 1994, c. 27, s. 56 (26).

Section Amendments with date in force (d/m/y) [+]**Contempt proceedings**

13 (1) Where any person without lawful excuse,

- (a) on being duly summoned under section 12 as a witness at a hearing makes default in attending at the hearing; or
- (b) being in attendance as a witness at an oral hearing or otherwise participating as a witness at an electronic hearing, refuses to take an oath or to make an affirmation legally required by the tribunal to be taken or made, or to produce any document or thing in his or her power or control legally required by the tribunal to be produced by him or her or to answer any question to which the tribunal may legally require an answer; or
- (c) does any other thing that would, if the tribunal had been a court of law having power to commit for contempt, have been contempt of that court,

the tribunal may, of its own motion or on the motion of a party to the proceeding, state a case to the Divisional Court setting out the facts and that court may inquire into the matter and, after hearing any witnesses who may be produced against or on behalf of that person and after hearing any statement that may be offered in defence, punish or take steps for the punishment of that person in like manner as if he or she had been guilty of contempt of the court. R.S.O. 1990, c. S.22, s. 13; 1994, c. 27, s. 56 (27).

Same

(2) Subsection (1) also applies to a person who,

- (a) having objected under clause 6 (4) (b) to a hearing being held as a written hearing, fails without lawful excuse to participate in the oral or electronic hearing of the matter; or
- (b) being a party, fails without lawful excuse to attend a pre-hearing conference when so directed by the tribunal. 1997, c. 23 s. 13 (17).

Section Amendments with date in force (d/m/y) [+]

Protection for witnesses

14 (1) A witness at an oral or electronic hearing shall be deemed to have objected to answer any question asked him or her upon the ground that the answer may tend to criminate him or her or may tend to establish his or her liability to civil proceedings at the instance of the Crown, or of any person, and no answer given by a witness at a hearing shall be used or be receivable in evidence against the witness in any trial or other proceeding against him or her thereafter taking place, other than a prosecution for perjury in giving such evidence. R.S.O. 1990, c. S.22, s. 14 (1); 1994, c. 27, s. 56 (28); 2021, c. 25, Sched. 27, s. 2.

(2) REPEALED: 1994, c. 27, s. 56 (29).

Section Amendments with date in force (d/m/y) [+]

Evidence

What is admissible in evidence at a hearing

15 (1) Subject to subsections (2) and (3), a tribunal may admit as evidence at a hearing, whether or not given or proven under oath or affirmation or admissible as evidence in a court,

- (a) any oral testimony; and
- (b) any document or other thing,

relevant to the subject-matter of the proceeding and may act on such evidence, but the tribunal may exclude anything unduly repetitious.

What is inadmissible in evidence at a hearing

(2) Nothing is admissible in evidence at a hearing.

- (a) that would be inadmissible in a court by reason of any privilege under the law of evidence; or
- (b) that is inadmissible by the statute under which the proceeding arises or any other statute.

Conflicts

(3) Nothing in subsection (1) overrides the provisions of any Act expressly limiting the extent to or purposes for which any oral testimony, documents or things may be admitted or used in evidence in any proceeding.

Copies

(4) Where a tribunal is satisfied as to its authenticity, a copy of a document or other thing may be admitted as evidence at a hearing.

Photocopies

(5) Where a document has been filed in evidence at a hearing, the tribunal may, or the person producing it or entitled to it may with the leave of the tribunal, cause the document to be photocopied and the tribunal may authorize the photocopy to be filed in evidence in the place of the document filed and release the document filed, or may furnish to the person producing it or the person entitled to it a photocopy of the document filed certified by a member of the tribunal.

Certified copy admissible in evidence

(6) A document purporting to be a copy of a document filed in evidence at a hearing, certified to be a copy thereof by a member of the tribunal, is admissible in evidence in proceedings in which the document is admissible as evidence of the document. R.S.O. 1990 c. S.22, s. 15.

Use of previously admitted evidence

15.1 (1) The tribunal may treat previously admitted evidence as if it had been admitted in a proceeding before the tribunal, if the parties to the proceeding consent. 1994, c. 27, s. 56 (30).

Definition

(2) In subsection (1),

“previously admitted evidence” means evidence that was admitted, before the hearing of the proceeding referred to in that subsection, in any other proceeding before a court or tribunal, whether in or outside Ontario.

Additional power

(3) This power conferred by this section is in addition to the tribunal's power to admit evidence under section 15. 1997, c. 23, s. 13 (18).

Section Amendments with date in force (d/m/y) [+]

Witness panels

15.2 A tribunal may receive evidence from panels of witnesses composed of two or more persons, if the parties have first had an opportunity to make submissions in that regard. 1994, c. 27, s. 56 (31).

Section Amendments with date in force (d/m/y) [+]

Notice of facts and opinions

16 A tribunal may, in making its decision in any proceeding,

(a) take notice of facts that may be judicially noticed; and

(b) take notice of any generally recognized scientific or technical facts, information or opinions within its scientific or specialized knowledge. R.S.O. 1990, c. S.22, s. 16.

Interim decisions and orders

16.1 (1) A tribunal may make interim decisions and orders.

Conditions

(2) A tribunal may impose conditions on an interim decision or order.

Reasons

(3) An interim decision or order need not be accompanied by reasons. 1994, c. 27, s. 56 (32).

Section Amendments with date in force (d/m/y) [+]

Time frames

16.2 A tribunal shall establish guidelines setting out the usual time frame for completing proceedings that come before the tribunal and for completing the procedural steps within those proceedings. 1999, c. 12, Sched. B, s. 16 (6).

Section Amendments with date in force (d/m/y) [+]

Decision; interest

Decision

17 (1) A tribunal shall give its final decision and order, if any, in any proceeding in writing and shall give reasons in writing therefor if requested by a party. R.S.O. 1990, c. S.22, s. 17; 1993, c. 27, Sched.

Interest

(2) A tribunal that makes an order for the payment of money shall set out in the order the principal sum, and if interest is payable, the rate of interest and the date from which it is to be calculated. 1994, c. 27, s. 56 (33).

Section Amendments with date in force (d/m/y) [+]

Costs

17.1 (1) Subject to subsection (2), a tribunal may, in the circumstances set out in rules made under subsection (4), order a party to pay all or part of another party's costs in a proceeding. 2006, c. 19, Sched. B, s. 21 (2).

Exception

(2) A tribunal shall not make an order to pay costs under this section unless,

- (a) the conduct or course of conduct of a party has been unreasonable, frivolous or vexatious or a party has acted in bad faith; and
- (b) the tribunal has made rules under subsection (4). 2006, c. 19, Sched. B, s. 21 (2).

Amount of costs

(3) The amount of the costs ordered under this section shall be determined in accordance with the rules made under subsection (4). 2006, c. 19, Sched. B, s. 21 (2).

Rules

(4) A tribunal may make rules with respect to,

- (a) the ordering of costs;
- (b) the circumstances in which costs may be ordered; and
- (c) the amount of costs or the manner in which the amount of costs is to be determined. 2006, c. 19, Sched. B, s. 21 (2).

Same

(5) Subsections 25.1 (3), (4), (5) and (6) apply with respect to rules made under subsection (4). 2006, c. 19, Sched. B, s. 21 (2).

Continuance of provisions in other statutes

(6) Despite section 32, nothing in this section shall prevent a tribunal from ordering a party to pay all or part of another party's costs in a proceeding in circumstances other than those set out in, and without complying with, subsections (1) to (3) if the tribunal makes the order in accordance with the provisions of an Act that are in force on February 14, 2000. 2006, c. 19, Sched. B, s. 21 (2).

Submissions must be in writing

(7) Despite sections 5.1, 5.2 and 5.2.1, submissions for a costs order, whether under subsection (1) or under an authority referred to in subsection (6), shall be made by way of written or electronic documents, unless a party satisfies the tribunal that to do so is likely to cause the party significant prejudice. 2015, c. 23, s. 5.

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(8), (9) REPEALED: 2015, c. 23, s. 5.

Section Amendments with date in force (d/m/y) [+]

Notice of decision

18 (1) The tribunal shall send each party who participated in the proceeding, or the party's representative, a copy of its final decision or order, including the reasons if any have been given,

- (a) by regular lettermail;
- (b) by electronic transmission;
- (c) by telephone transmission of a facsimile; or
- (d) by some other method that allows proof of receipt, if the tribunal's rules made under section 25.1 deal with the matter. 1994, c. 27, s. 56 (34); 1997, c. 23, s. 13 (19); 2006, c. 21, Sched. C, s. 134 (6).

Use of mail

(2) If the copy is sent by regular lettermail, it shall be sent to the most recent addresses known to the tribunal and shall be deemed to be received by the party on the fifth day after the day it is mailed. 1994, c. 27, s. 56 (34).

Use of electronic or telephone transmission

(3) If the copy is sent by electronic transmission or by telephone transmission of a facsimile, it shall be deemed to be received on the day after it was sent, unless that day is a holiday, in which case the copy shall be deemed to be received on the next day that is not a holiday. 1994, c. 27, s. 56 (34).

Use of other method

(4) If the copy is sent by a method referred to in clause (1) (d), the tribunal's rules made under section 25.1 govern its deemed day of receipt. 1994, c. 27, s. 56 (34).

Failure to receive copy

(5) If a party that acts in good faith does not, through absence, accident, illness or other cause beyond the party's control, receive the copy until a later date than the deemed day of receipt, subsection (2), (3) or (4), as the case may be, does not apply. 1994, c. 27, s. 56 (34).

Section Amendments with date in force (d/m/y) [+]

Enforcement of orders

19 (1) A certified copy of a tribunal's decision or order in a proceeding may be filed in the Superior Court of Justice by the tribunal or by a party and on filing shall be deemed to be an order of that court and is enforceable as such. 1994, c. 27, s. 56 (35); 2006, c. 19, Sched. C, s. 1 (1).

Notice of filing

(2) A party who files an order under subsection (1) shall notify the tribunal within 10 days after the filing. 1994, c. 27, s. 56 (35).

Order for payment of money

(3) On receiving a certified copy of a tribunal's order for the payment of money, the sheriff shall enforce the order as if it were an execution issued by the Superior Court of Justice. 1994, c. 27, s. 56 (35); 2006, c. 19, Sched. C, s. 1 (1).

Section Amendments with date in force (d/m/y) [+]

Record of proceeding

20 A tribunal shall compile a record of any proceeding in which a hearing has been held which shall include,

- (a) any application, complaint, reference or other document, if any, by which the proceeding was commenced;

- (b) the notice of any hearing;
- (c) any interlocutory orders made by the tribunal;
- (d) all documentary evidence filed with the tribunal, subject to any limitation expressly imposed by any other Act on the extent to which the purposes for which any such documents may be used in evidence in any proceeding;
- (e) the transcript, if any, of the oral evidence given at the hearing; and
- (f) the decision of the tribunal and the reasons therefor, where reasons have been given. R.S.O. 1990, c. S.22, s. 20.

Adjournments

21 A hearing may be adjourned from time to time by a tribunal of its own motion or where it is shown to the satisfaction of the tribunal that the adjournment is required to permit an adequate hearing to be held. R.S.O. 1990, c. S.22, s. 21.

Correction of errors

21.1 A tribunal may at any time correct a typographical error, error of calculation or similar error made in its decision or order. 1994, c. 27, s. 56 (36).

Section Amendments with date in force (d/m/y) [+]

Power to review

21.2 (1) A tribunal may, if it considers it advisable and if its rules made under section 25.1 deal with the matter, review all or part of its own decision or order, and may confirm, vary, suspend or cancel the decision or order. 1997, c. 23, s. 13 (20).

Time for review

(2) The review shall take place within a reasonable time after the decision or order is made.

Conflict

(3) In the event of a conflict between this section and any other Act, the other Act prevails. 1994, c. 27, s. 56 (36).

Section Amendments with date in force (d/m/y) [+]

Administration of oaths

22 A member of a tribunal has power to administer oaths and affirmations for the purpose of any of its proceedings and the tribunal may require evidence before it to be given under oath or affirmation. R.S.O. 1990, c. S.22, s. 22.

Powers re control of proceedings

Abuse of processes

23 (1) A tribunal may make such orders or give such directions in proceedings before it as it considers proper to prevent abuse of its processes. R.S.O. 1990, c. S.22, s. 23 (1).

Limitation on examination

(2) A tribunal may reasonably limit further examination or cross-examination of a witness where it is satisfied that the examination or cross-examination has been sufficient to disclose fully and fairly all matters relevant to the issues in the proceeding. 1994, c. 27, s. 56 (37).

Exclusion of representatives

(3) A tribunal may exclude from a hearing anyone, other than a person licensed under the *Law Society Act*, appearing on behalf of a party or as an adviser to a witness if it finds that such person is not competent properly to represent or to advise the party or witness, or does not understand and comply at the hearing with the duties and responsibilities of an advocate or adviser. 2006, c. 21, Sched. C, s. 134 (7).

Section Amendments with date in force (d/m/y) [+]

Notice, etc.

24 (1) Where a tribunal is of the opinion that because the parties to any proceeding before it are so numerous or for any other reason, it is impracticable,

- (a) to give notice of the hearing; or
- (b) to send its decision and the material mentioned in section 18,

to all or any of the parties individually, the tribunal may, instead of doing so, cause reasonable notice of the hearing or of its decision to be given to such parties by public advertisement or otherwise as the tribunal may direct.

Contents of notice

(2) A notice of a decision given by a tribunal under clause (1) (b) shall inform the parties of the place where copies of the decision and the reasons therefor, if reasons were given, may be obtained. R.S.O. 1990, c. S.22, s. 24.

Appeal operates as stay, exception

25. (1) An appeal from a decision of a tribunal to a court or other appellate body operates as a stay in the matter unless,

- (a) another Act or a regulation that applies to the proceeding expressly provides to the contrary; or
- (b) the tribunal or the court or other appellate body orders otherwise. 1997, c. 23, s. 13 (21).

Idem

(2) An application for judicial review under the *Judicial Review Procedure Act*, or the bringing of proceedings specified in subsection 2 (1) of that Act is not an appeal within the meaning of subsection (1). R.S.O. 1990, c. S.22, s. 25 (2).

Section Amendments with date in force (d/m/y) [+]

Control of process

25.0.1 A tribunal has the power to determine its own procedures and practices and may for that purpose,

- (a) make orders with respect to the procedures and practices that apply in any particular proceeding; and
- (b) establish rules under section 25.1. 1999, c. 12, Sched. B, s. 16 (8).

Section Amendments with date in force (d/m/y) [+]

Rules

25.1 (1) A tribunal may make rules governing the practice and procedure before it. 1994, c. 27, s. 56 (38).

Application

(2) The rules may be of general or particular application. 1994, c. 27, s. 56 (38).

Consistency with Acts

(3) The rules shall be consistent with this Act and with the other Acts to which they relate. 1994, c. 27, s. 56 (38).

Public access

(4) The tribunal shall make the rules available to the public in English and in French. 1994, c. 27, s. 56 (38).

Legislation Act, 2006, Part III

(5) Rules adopted under this section are not regulations as defined in Part III (Regulations) of the *Legislation Act, 2006*. 1994, c. 27, s. 56 (38); 2006, c. 21, Sched. F, s. 136 (1).

Additional power

(6) The power conferred by this section is in addition to any power to adopt rules that the tribunal may have under another Act. 1994, c. 27, s. 56 (38).

Section Amendments with date in force (d/m/y) [+]**Regulations**

26 The Lieutenant Governor in Council may make regulations prescribing forms for the purpose of section 12. 1994, c. 27, s. 56 (41).

Section Amendments with date in force (d/m/y) [+]**Rules, etc., available to public**

27 A tribunal shall make any rules or guidelines established under this or any other Act available for examination by the public. 1999, c. 12, Sched. B, s. 16 (9).

Section Amendments with date in force (d/m/y) [+]**Substantial compliance**

28 Substantial compliance with requirements respecting the content of forms, notices or documents under this Act or any rule made under this or any other Act is sufficient. 1999, c. 12, Sched. B, s. 16 (9).

Section Amendments with date in force (d/m/y) [+]**Prohibition on photographs, recordings, dissemination**

29 (1) No person shall,

(a) take or attempt to take a photograph, audio or video recording or other record capable of producing or transmitting visual or aural representations by electronic means or otherwise,

(i) at a hearing,

(ii) of any person entering or leaving the room in which a hearing is to be or has been convened, or

(iii) of any person in the building in which a hearing is to be or has been convened if there is reasonable ground for believing that the person is there for the purpose of attending or leaving the hearing, other than in an area of the building designated by the tribunal for the purpose and with the person's consent;

(b) publish, broadcast, reproduce or otherwise disseminate a photograph, recording or record taken in contravention of clause (a); or

(c) broadcast, reproduce or otherwise disseminate an audio recording described in clause (2) (b). 2021, c. 25, Sched. 27, s. 3.

Non-application

(2) Subsection (1) does not apply with respect to,

(a) the unobtrusive making of notes or sketches of events at a hearing by a person;

(b) the making of an audio recording at a hearing, unobtrusively and in a manner authorized by the tribunal, by a representative, a party acting on their own behalf or a journalist, for the sole purpose of supplementing or replacing notes, or

(c) subject to the authorization of the tribunal, any act referred to in subsection (1).

(i) if it is required for the presentation of evidence, the making of a record or any other purpose of the hearing;

(ii) with the consent of the parties and witnesses, or

(iii) in connection with any ceremonial proceeding. 2021, c. 25, Sched. 27, s. 3.

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Offence and penalty

(3) Every person who contravenes subsection (1) is guilty of an offence and on conviction is liable to a fine of not more than \$25,000.
2021, c. 25, Sched. 27, s. 3.

Section Amendments with date in force (d/m/y) [+]

30, 31 REPEALED: 1994, c. 27, s. 56 (40).

Section Amendments with date in force (d/m/y) [+]

Conflict

32 Unless it is expressly provided in any other Act that its provisions and regulations, rules or by-laws made under it apply despite anything in this Act, the provisions of this Act prevail over the provisions of such other Act and over regulations, rules or by-laws made under such other Act which conflict therewith. R.S.O. 1990, c. S.22, s. 32; 1994, c. 27, s. 56 (42).

Section Amendments with date in force (d/m/y) [+]

33, 34 REPEALED: 1994, c. 27, s. 56 (43).

Section Amendments with date in force (d/m/y) [+]

FORMS 1, 2 REPEALED: 1994, C. 27, S. 56 (44).

Section Amendments with date in force (d/m/y) [+]

Français

Tab 9

Jurisdiction: Provincial (Ontario)

Governing Automobile Insurance

Legislation: Insurance Act, R.S.O., 1990, c I.8 et seq (“Insurance Act” or “Ins. Act”)

Governing Automobile Provincial

Regulations: SABS and Reg 664

Governing FSRA Rule: Unfair Deceptive or Act Practices Rule 2022 et seq Unfair or Deceptive Acts or Practices Rule as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 (“UDAP Rule”)

Insurance¹ Policy #: #001013511806 (the “Insurance Policy”, “Insurance Contract”² or “Insurance Policy #806”)

Insurance Program and Product: Alumni And Professional Program

Underwriter/Insurer: Security National Insurance Company (FSRA Insurance Registration #397³)

Combined Name with two distinct trademarks for two different insurance programs: “TD Insurance Meloche Monnex”

Trademark word holder of “TD Insurance”: The Toronto-Dominion Bank (“TD Bank”)

Trademark word holder of “Meloche Monnex”: Meloche Monnex Inc. (“MMI”), a CBCA incorporated company

“Broker”: Meloche Monnex Financial Services Inc. (the “Broker” or “Agent”, or “MMFSI”)

“Named Insureds”: BMW Financial Services Inc. (A Division of BMW Canada Inc.) (defined as “BMW FS Inc.”; and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse” or “Individual Policyholder”)

Insured Automobile: BMW 3 Series Xi Drive 2019 4DR AWD

Lessee: Nicole Artopoulos

Lessor: BMW FS Inc.

Insured Person⁴: Mr. Kevin A. McLean (B.A., J.D., CIM) (“Artopoulos Spouse”, “Insured Person”, “Unnamed Insured Person”, “Occupant”, “Appellant”, Applicant”, or “Claimant”⁵)

Date of Loss: August 31, 2022 (“DOL” or “Date Of Loss”)

Location of Loss: 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario (multiple postal codes due to involuntary movement of Insured Automobile by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembridge Insurance Company (“**Pembridge**” or “**Tort Insurer**”))

Police File Number (North York Reporting Collision Centre): Affidavit #3, **Exhibit “A”**

TD Insurance Claim #:035325790⁶

TD Insurance Claim # for Appellant: **035325790-3 (“TD Claim #3”)**

Fictitious TD Insurance claim number for Appellant with fictitious “exposure number” (4) (as opposed to the number “5”) between the second digit “3” and fourth digit “3”: 034325790-03 (“**Fictitious TD Claim Number**”)^{7 8}

AABS File Number: “23-015662/AABS”

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPELLANT

AND:

SECURITY NATIONAL INSURANCE COMPANY

RESPONDENT

Re: In a matter of an **Appeal** (also defined as “**Application**”, “**Application Of Injured Person**” or “**Application**”) by the **Appellant** (also defined as “**Applicant**”, “**Claimant**” or “**Beneficiary**”) under the *Insurance Act*, RSO 1990, c I.8 *et seq* (the “*Insurance Act*”) in the above-noted **AABS Claim Number** (also defined as “**SNIC Proceeding**”)

Re #2: Request for an expedited written hearing (see: definition of “hearing” under LAT Rules) for NOM #14

Re #3: Request for set hearing dates for NOM #13 and potential SNIC Document Production Motion after the disposition of NOM #14

Re: Motion Submissions for NOM #15⁹ (see: pages 4 to 9)

APPLICANT/APPELLANT (PARTY)	RESPONDENT PARTY
Mr. Kevin A. McLean (B.A., J.D. CIM) 410-775 King Street West, Toronto, Ontario, M5V 2K3 Telephone: 647.513.1270 Email: <u>MCLEANSNICLAT@GMAIL.COM</u>	Security National Insurance Company FSRA Registration Number #353
	Physical Address for Service in the SNIC Response
	101 McNabb Street, Markham, Ontario, L3R 4H8 (“SNIC Markham” or the “Markham McNabb Building”)
	AND TO: The Lawyer Licensee Representative for SNIC as of June 28, 2024
	Mr. Matthew Nieuwland Barrister and Solicitor at TD Insurance Staff Legal 66 Wellington West Street Toronto, Ontario, Matthew.nieuwland@tdinsurance.com
	AND TO: The sole signatory and filer of the SNIC Response
	Mr. David Karat ADR Specialist for SNIC David.karat@tdinsurance.com

Volume #1: Material Facts to this Motion

1. The Appellant was injured in the **Accident** as he was the driver of the Insured Automobile on August 31, 2022, (the “**DOL**”). In late September 2023, SNIC¹⁰ delivered to the Appellant an accident benefits application package with an OCF-1 and OCF-2 with a pre-printed and unalterable return address of **SNIC Markham** and a facsimile number, which, unbeknownst to the Appellant, was a city of Toronto (North York) area code (416) landline phone number *grounded* and situated at the commercial office building on the fourth (4th) floor at 3650 Victoria Park Avenue, North York, Toronto, ON, M2H 3P7 (the “**VP Building**” or “**North York Office**”), was 416-774-3120 (the “**VP Building 4th Floor Fax Number**”). Since late 2016, SNIC has been located in Markham¹¹ which does not have 416 area code numbers.
2. The Appellant delivered his OCF-1 (the “**Completed Application**”) to the **VP Building 4th Floor Fax Number** on October 13, 2022. While SNIC was **not** a tenant or occupier of the **North York Office** in October 2022, SNIC misrepresented that it was to the Appellant and falsely claimed to have *directly* received the Appellant’s **Completed Application** by requesting that he deliver a completed OCF-3.
3. On November 3, 2022, the Appellant completed the OCF-3 with the return address of **SNIC Markham** but with the **VP Building 4th Floor Fax Number**, and his attending physician completed and signed his portion of the OCF-3 whilst faxing the same to the **VP Building 4th Floor Fax Number**. From November 2023 to April 6, 2023, the Appellant received \$1499.98 in medical/rehab benefits¹² to his **Beneficiary Bank Account**, as he had also faxed, exclusively to **VP Building 4th Floor Fax Number**, a *Payments Canada* styled direct-deposit form, signed by him and exclusively to SNIC under **TD Claim #3**.
4. In March 2023, SNIC requested that the Appellant exclusively communicate with it via email. The Appellant rejected the offer on account of, *inter alia*, non-compliance with *SABS* and *PIPEDA*. The Appellant made a *PIPEDA* request of SNIC in early January 2023 but, without *PIPEDA* compliant responses for months, received an unidentified package from “New Brunswick” without reference to an insurance company but an unknown individual’s name and his name with a different phone number. He notified his residential building concierge to return the package as he deemed it *suspicious*. With the benefit of hindsight, an online complaint by an individual customer of TDHA on **YELP**, where TDHA is

identified as the sole insurance company tenant at the **Etobicoke Address**, against TDHA was that TDHA's customer service was in **New Brunswick**.¹³

5. On April 6, 2023, the Appellant, after providing **TONP** with the address and fax for SNIC, signed the **Dhaliwal OFC-18**. On April 6, 2023, Mr. Dhaliwal, PT (TONP), submitted the **Dhaliwal OCF-18** through **HCAI**. It is now known that SNIC caused **PT Dhaliwal** to submit the **Dhaliwal OCF-18** to the obsolete and fallacious **Etobicoke East Mall Address**. At said time, the only evidence of an insurance company at the **East Mall Address** was **TDHA** although in late 2020, *Toronto City Council* approved the demolition of the **Valhalla Executive Suites** at the inoperative **Etobicoke Address**.¹⁴ Therefore, the only evidence of a relevant insurer, to the issues herein, at the Etobicoke Address was TDHA from 2018 to 2021. On April 20, 2023, the Appellant received confirmation in a letter from SNIC Markham that it had, by the "**As per A. Nurse**" purported signature on the OCF-18, Part 13, approved the sum of \$2080.57 from the **Dhaliwal OCF-18**. It was presumed payment was issued to TONP.
6. In April 2023, the Appellant received a letter via fax to his fax number, but not from the **VP Building 4th Floor Fax Number** but an unknown and undisclosed fax number pursuant to *Reg 283*, that he has defined as "**Spam Faxes**", that, in response to his previous faxes to the **VP Building 4th Floor Fax Number**, requested that he discontinue faxing the **VP Building 4th Floor Fax Number** and the "mystery insurer" did not have any record of his **TD Claim #3**. The Appellant promptly notified, whom he thought was SNIC, at **VP Building 4th Floor Fax Number** (attention: Ms. Nurse) of the "Spam Faxes" and continued to fax the **VP Building 4th Floor Fax Number**.
7. In July 2023, the apparent replacement adjuster for Ms. Nurse, in Ms. Persaud¹⁵, had contacted Rehab Mechanics to inform it that SNIC would not pay for any further physiotherapy sessions after the approved amounts were exhausted¹⁶. The Appellant was departing, in any event, to Europe to have the requisite MRIs that he could not obtain in Canada, and he informed Rehab Mechanics that he would provide the same in due course. From August to October 2023, the Appellant faxed the **VP Building 4th Floor Fax Number** with updates on his MRI results, examinations, assessments and reports. SNIC did not reply to this fax. Upon the Appellant's return, SNIC had responded to the aforementioned faxes from its alleged

Burlington Address but now listing the **905 Fax Number**. The Appellant responded to some of the letters from the alleged SNIC Burlington Address to the 905 Fax Number but many of the faxes to the 905 Fax Number were blocked or stopped mid-call. As a result, he re-faxed some of the same to the **VP Building 4th Floor Fax Number** and then faxed the aforementioned fax number at first instance.

8. In mid-October 2023, the Appellant received an email from “E-claims services”, which was unknown to him, to an email that he had not consented to any email communication with SNIC for or at all, and it referenced “TD Insurance”. The email appeared to request uploading of documents that the Appellant had already sent via fax. The Appellant did not respond to the same.
9. In November 2023, the Appellant faxed the **VP Building 4th Floor Fax Number**, as per the issues with the **905 Fax Number**, with a copy of the doubly¹⁷ duly signed **OCF-19**. SNIC did not provide any response in accordance with *SABS*. However, a letter from SNIC (SNIC Burlington Address with a reference to Ms. Persaud) requested that potentially a non-physician complete and sign the OCF-19 by reference an unknown legal test of an “appropriate [sic] Ontario [sic] health practitioner [sic]”. The Appellant responded to SNIC via fax to the **VP Building 4th Floor Fax Number** noting that SNIC had created an unknown legal test under *SABS*. SNIC did not respond in substance to the same.¹⁸
10. On December 24, 2023, the Appellant filed the Appeal and served the **VP Building 4th Floor Fax Number**. From December 26 to 28, 2023, the Appellant served, via email, the email addresses of Ms. Nurse and Ms. Persaud (by deduction) due to the size of the required listed and attached documents to his Appeal. On December 26, 2023, the Appellant received an auto-reply from Ms. Persaud that she had been away from the office since September 2023. However, on January 23, 2024, Mr. Karat, copying Mr. Nieuwland as counsel, while representing that he had been assigned by SNIC as the *ADR* and he was representing the “Security National Insurance Company”, requested an email communication protocol for day-to-day matters with adjusters. The Appellant consented to the same.
11. On January 25, 2024, Mr. Karat, *prima facie*, solely completed and signed, contrary to LSO By-Law #7.1, section 6, the **SNIC Response**, and then served the Appellant with the same. The SNIC Response, while

reverting to the **SNIC Markham** address for service, did not include the **VP Building 4th Floor Fax Number**.¹⁹ SNIC has not represented the VP Building 4th Floor Fax Number as its since Summer 2023.

12. The Appellant had presumed that the miscue²⁰ by Vice-Chair Lake was at an end but it was not. On January 30, 2024, Mr. Nieuwland filed a DOR on behalf of TDGIC. The Appellant objected thereafter until June 21, 2024.²¹ On May 2, 2024, Mr. Nieuwland, exclusively on behalf of TDGIC, orally represented to the Tribunal, the Appellant and SNIC, that SNIC and TDGIC were “*one and the same*” and “this is how we always do it” (in reference to TDGIC being the respondent party in substitution of SNIC). The later representation was contradicted thereafter by Mr. Nieuwland acting for SNIC in the *Syed Decisions*. The former representation was disproven by the **FSRA Enforcement Decisions** and certificates of status for SNIC and TDGIC, from the FSRA. In the face of the Appellant’s NOM #8, filed in mid-May 2024, TDGIC finally changed its previous incorrigible and nugatory positions, and consented²² to respondent party being named as SNIC to be consistent with the only filed Response by a Respondent. On June 21, 2024, Adj. Morrisette granted the Appellant’s relief sought and each and every decision, document et al of the Tribunal referencing TDGIC was amended to correct the technical deficiency error created by some representation to the Tribunal by some unknown individuals that the respondent was TDGIC. On July 9, 2024, the Appellant, after TDGIC, refused to respond to his non-party requests pursuant to *LAT Rule 9.2.2*, filed his NOM #13 seeking production and disclosure of documents or things from a non-party. On July 11, 2024, the Appellant served the listed address of TDGIC in this SNIC Proceeding. The misrepresentations continued. The concierge²³ for the **VP Building**, represented to the Appellant that **TDGIC** had not been a tenant at the VP Building for over a year . The Appellant referenced going up to the 9th floor and the said concierge, confirmed again that TDGIC was no longer occupying 9th floor of the VP Building so he delivered the NOM #13 hearing brief to shipping/ receiving. The VP Building concierge confirmed that TDGIC relocated to Markham McNabb Building. In late July 2024, the Tribunal confirmed that NOM #13 would be heard in due course. From July 2024 to August 2024, Appellant made demands on SNIC for it to provide its fax number for SNIC Markham. SNIC did not respond. The Appellant made demands on TDHA (along with SNIC and TDGIC) to deny (or for the

latter two insurance companies to confirm) that the **VP Building 4th Floor Fax Number** was its fax number as the relevant times. TDHA did not deny the same. Neither SNIC nor TDGIC confirmed it was either of their fax numbers at the material times. On August 3, 2024, the Appellant filed his NOM #14 hearing brief, and served SNIC and TDHA. On August 4, 2024, the Appellant took pictures of the legally void (as it related to a commercial address for service of an insurance company) Etobicoke Address, and provided an amended hearing record for NOM #14.²⁴ After much investigation and obtaining responses from or on behalf of the retired PT Dhaliwal and defunct TONP, it was determined that the representations by SNIC (Mr. Karat) and TDGIC (Mr. Nieuwland) that either SNIC or TDGIC had paid \$2,850 in medical and rehab benefits were *false*. The Appellant had received \$1499.98 to the Beneficiary Bank Account but TONP never received the \$2080.57 which was approved by SNIC on April 20, 2023. The Appellant instructed Rehab Mechanics to issue an invoice so that accounting for the obligated insurer could pay the same along with other invoices as no adjuster for SNIC had signed any of the OCF-18's as required .²⁵

Volume #2: Issues

13. The issues are:

- a. On a balance of probabilities, with the uncontroverted evidence that SNIC, through its brokers (MMFSI and TDIAI) by way of c/o, no longer utilized the 4th floor of the **North York Office** as a registered address as of 2016, the “lead tenants” were “TD Insurance” according to **True North REIT** and **Colliers International** from on or around 2017, and the Tribunal denoted TDGIC as being located on the 9th floor of the VP Building, at the time (October 13, 2022) the Appellant delivered his **Completed Application** (OCF-1) from his fax to the **VP Building 4th Floor Fax Number**, was the First Insurer (see: Reg 283) TDHA? Further, From a case management perspective, with the *hearing proper* on the horizon, along with SNIC not having engaged in any listing and production of documents in the SNIC Response or thereafter on its own and in the face of demands pursuant to *LAT Rules*, and TDGIC consenting to be removed as a party from this LAT Proceeding without claiming once that it had a substantial interest in the outcome of the LAT Proceeding, then how must the Tribunal control its processes in order to ensure this LAT Proceeding is governing in accordance with SPPA, s. 2, Legislation Act, s. 64, *SABS* and *Reg 283* while having the necessary motions conducted for document disclosure et al so the Appellant has the necessary documents to attempt to meet his burden?

Volume #3: Application of the Settled and Binding Law to the Uncontroverted Facts, and Orders Sought

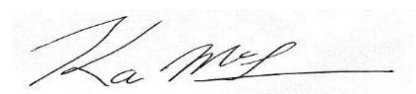
14. While there is an ability of a party to “request an expedited hearing” in the dropdown menu of Tribunals

Ontario e-filing portal, there is a dearth of jurisprudence regarding the same with LAT/AABS matters.

15. As of 2010, the amendments to *Reg 283* led to an absence of listed fax numbers for insurance companies and for good reason: some unsavoury insured persons may deliberately manipulate the system by faxing

their OCF-1's to an incorrect insurance company with no record of them as insured persons leading to those insurance companies in receipt of confidential information with an inability to dispute that they were not liable along with which insurance company, wrongfully in receipt, may be liable.²⁶

16. The only evidence of a licensed insurance company in Ontario having ownership of the VP Building 4th Floor Fax Number, being utilized as a fax number on October 13, 2022, is that of TD Home And Auto Insurance Company, FSRA registration number 1063. The only evidence of the floor (4th) in which the **VP Building 4th Floor Fax Number** was so grounded and wired with Bell Canada Inc., as the telecommunications provider, is and was the 416-774-3120 fax number. Canada Post only lists two addresses above the third floor at the VP Building *as having* postal codes: (i) the 4th floor; and (ii) 9th floor. The most *rudimentary syllogism* evolves from the above: if TDHA and TDGIC were both tenants at the **VP Building** in October 2022, and the Tribunal, which would obviously have accurate contact information for insurance companies, denoted TDGIC as being on the 9th floor of the VP Building, then TDHA was on the 4th floor of the VP Building. As the 4th floor was the floor or level with the **VP Building 4th Floor Fax Number**, then TDHA was the **First Insurer** to receive the Appellant's **Completed Application**. Whether TDHA has moved since that time is of no consequence. The corroborating evidence, which SNIC never denied in HCAI, also points to TDHA as the First Insurer with the VP Building 4th Floor Fax Number. It must be recalled that in the **FSRA Enforcement Decisions** involving four insurers from TDI Group, all of the distinct insurers in the TDI Group claimed a "technological error" for the unlawful and without notice increasing of premiums of their customers. Perhaps, it was another technological error. It is also noted that in the "*Right to Dispute The Insurance Company's Determination of your claim for SABS*" provided by SNIC (SNIC Markham), it referenced an old address for the Tribunal which it had not for years. *For context, had the Appellant delivered his Appeal to that invalid address for the Tribunal, would the Tribunal have considered that his Appeal was received and filed with it?* The question answers itself.²⁷ Subject to reply, all of which is respectfully submitted on August 17, 2024:



Appendices

Appendix #1

Detailed Facts regarding the factual and legal matters herein as of August 17, 2024
(From the affidavit in support of Invoice 1(A))

- ii. **Jurisdiction:** Provincial (Ontario)
- iii. **Statute²⁸, regulations and rule particulars:**
 - a. **Governing Automobile Insurance Legislation:** Insurance Act, R.S.O., 1990, c 1.8 et seq (“Insurance Act” or “Ins. Act”)
 - b. **Governing Automobile Provincial Regulations:** SABS, Reg 283 and Reg 664
 - i. **Governing FSRA Rule:** Unfair or Deceptive Acts or Practices Rule et seq (see: as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 (“UDAP Rule”))
- iv. **Contractual particulars:**
 - a. **“Named Insureds”:**
 - i. BMW Financial Services Inc. (A Division of BMW Canada Inc.) (defined as “**BMW FS Inc.**”; and
 - ii. Nicole Artopoulos (B.A., M.A.) (“**McLean Spouse**” or “**Individual Policyholder**”)
 - b. **Insured Automobile:** BMW 3 Series Xi Drive 2019 4DR AWD
 - c. **Lessee:** Ms. Nicole Artopoulos
 - d. **Lessor:** BMW FS Inc.
 - e. **Insured Person²⁹ resident in Ontario (G Driver):** Mr. Kevin A. McLean (B.A., J.D., CIM) (“McLean”, “Artopoulos Spouse”, “Insured Person”, “Unnamed Insured Person”, “Occupant”, “Driver” “Appellant”, Applicant”, or “Claimant”³⁰);
 - f. **“Broker”:** Meloche Monnex Financial Services Inc.³¹ (the “**Broker**” or “**Agent**”, or “**MMFSI**”)
 - g. **Underwriter/Insurer (‘contract of insurance’ in the Insurance Policy)**
 - i. Security National Insurance Company (**FSRA** Insurance Registration #397³²);
 - ii. Head office: 50 Boulevard Crémazie O, Etage 12, Montreal, QC H2P 1B6, Canada;
 - iii. **Underwriter address in Ontario:** 101 McNabb Street, 2nd Floor, **Markham**, Ontario, L3R 3H8
 - h. **Insurance³³ Policy #:** #001013511806 (the “**Insurance Policy**”, “**Insurance Contract**”³⁴ or “**Insurance Policy #806**”)
 - i. **Insurance Program and Product with TD Insurance Meloche Monnex:** Alumni And Professional Program (the “**AP Program**”)
 - j. **The Trade Name of “TD Insurance Meloche Monnex”**
 - i. **Trademark word holder of “TD Insurance”:** The Toronto-Dominion Bank (“**TD Bank**”)
 - ii. **Trademark word holder of “Meloche Monnex”:** Meloche Monnex Inc. (“**MMI**”), a CBCA incorporated company,
 - k. **Combined Name with two distinct trademarks for two different insurance programs:** “TD Insurance Meloche Monnex”
- v. **The “Accident” or “MVA”:**
 - a. **Date of Loss:** August 31, 2022 (“**DOL**” or “**Date Of Loss**”)

- b. **Location of Loss:** 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario³⁵
- c. **Police File Number (North York Reporting Collision Centre):** Affidavit #3, **Exhibit “A”**

vi. **Information Provided by SNIC after Date Of Loss under SABS (including in pre-printed language return address in OCF forms):**

- a. **TD Insurance Claim based number: 035325790³⁶**
 - i. Exposure numbers known to Mr. McLean:
 - 1. **TD Insurance Claim # for Appellant:** 035325790-3 (“**TD Claim #3**”)
 - a. Undisclosed (until February 14, 2024) TD claim file number involving the Appellant: 034325790-3 (the “**Undisclosed TD Claim Number**” or “**Fictitious TD Claim Number**”)
 - ii. Policy number: same as above
- b. **Insureds:** Nicole Artopoulos and BM FS Inc.
- c. **Sole Address:** Security National Insurance Company, 101 McNabb Street, 2nd Floor, **Markham** Ontario, L3R 4H8 (“**Markham McNabb Building**” or “**SNIC Markham**”)
- d. **Telephone:** 1-877-855-3767
- e. **Sole Facsimile Number:** 416.774.3120;
- f. Insurance adjuster or claims advisor: Ms. Alisha-Anne Nurse;
- g. Website: www.melochemonnex.com

vii. **Reg 283:**

- a. Date of delivered **Completed Application** by McLean to the **416 Fax Number: October 13, 2022;**
- b. Expiry date for the recipient insurer of the **Completed Application** to dispute its duty to respond and pay any and all benefits pursuant to SABS: **January 10, 2023;**

viii. **Material Particulars provided by McLean to TONP in signed OCF-18 of April 6, 2023 (the “Dhaliwal OCF-18”):**

- a. Address: **Markham McNabb Building;**
- b. Fax number: **416 Fax Number;**

ix. **Auto-populated or technologically unalterable information (April 6, 2023) provided by SNIC in HCAI, and other particulars:**

- a. **Submitter:** Manginder Dhaliwal, PT (college registration number: 11856)
- b. **Address:** 304 The East Mall, Floor 6, Etobicoke, Toronto, Ontario, M9B 6E2 (“**Etobicoke East Mall Address**” or “**Etobicoke Address**”)

x. **The Fax Number for the East Mall Address:**

- a. Fax Number (East Mall): 416-233-9171 (the “**Etobicoke Fax Address**”)

xi. **Return address in the letter and OCF-18, Part 13 form SNIC on April 20, 2023 and “adjuster” (absent her signature as language was printed as “As per A. Nurse”):**

- a. Address: **SNIC Markham;**
- b. Adjuster: Ms. Alisha-Anne Nurse;
- c. Alleged signature under required field of **OCF-18, Part 13:** “As per A. Nurse” with “Ki. W” above

xii. **Information provided by SNIC after the replacement of Alisha-Anne-Nurse (2023):**

- a. Address: 5045 South Service Road, Burlington, ON L7L 5Y7 (“*Burlington Address*”);
 - b. New fax number: 905-315-1074 (“*905 Fax Number*”) [nota bene: fax number regularly blocked or rejected faxes]
- xiii. The current evidence³⁷ involving the **416 Fax Number** regarding the **Completed Application** delivered to the **416 Fax Number** (October 13, 2022):
- a. **416 are code**: Toronto;
 - b. Prefix 774: *Victoria Park Building* (also known as the “*Spark Building*”)
 - c. Last four digits of 3120 (location in the *Victoria Park Building*): **4th floor**;
 - d. Telecommunications provider for the **416 Fax Number**: **Bell Canada Inc.** (not Bell Mobility);
 - e. Publicly listed user/owner of the **416 Fax Number** from August 2022 to present: **TD Home And Auto Insurance Company (TDHA)**;
 - f. **Physical Location** of the grounded **416 Fax Number**: 3650 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3P7 (the “**Victoria Park Building**”);
 - g. **VP Building**:
 - i. **Property manager**: Colliers International;
 - h. Listed “*Lead Tenants*” at the *Victoria Park Building*: “**TD Insurance**” (colloquial)
 - i. Current listed fax owner for the **416 Fax Number**: **TDHA**³⁸
- xiv. Address provided by **SNIC** in the **SNIC Response** (January 25, 2024):
- a. Physical address: **Markham McNabb Building**;
 - b. Signatory for **SNIC**: Mr. David Karat, ADR Specialist;
 - c. Filer of **SNIC Response**: Mr. Karat;
 - d. Server of the **SNIC Response**: Mr. Karat;
 - e. Fax number: NONE;
- xv. Address for TD General Insurance Company, FSRA registration number 353 (“*TDGIC*”) in the *LAT Proceeding* prior to its removal after my successful motions³⁹:
- a. Physical address: the *Victoria Park Building* (9th floor);
- xvi. The precise location of the **416 Fax Number** in the **Victoria Park Building**: 4th Floor

Conclusion: As of 2007, the **416 Fax Number** was listed as being grounded and situated as a phone number (albeit for fax purposes) with Bell Canada Inc. on the **4th FLOOR** of the **Victoria Park Building** (North York, Toronto, Ontario). TDHA had been an occupant at the VP Building since 2007 but TDGIC had not. As SNIC was not an occupant at the VP Building since 2016, this leaves two (as no evidence of Primmum⁴⁰ being located at the VP Building at material times) insurers (TDGIC and TDHA). Of course, TDGIC and TDHA as different insurers (not being “one and the same”) required physical and technological “firewalls” (Chinese Walls”) and TDHA would move down (practical, of course, to not disturb the tenants below the 4th floor) and TDGIC would move up. TDGIC would take floors 7 to 9 and TDHA floors 4 to 6.

As TDGIC’s address in the *LAT Proceeding* was listed at the 9th Floor of the VP Building, and there are only two postal codes in the building above the third floor, then this leaves TDHA. While wrongful for TDGIC to misinform and not notify the Tribunal as to it being the sole substituted party for SNIC, it was also wrong for SNIC and TDGIC to not notify the Tribunal of the First Insurer being TDHA. On a balance of probabilities, TDHA was the First Insurer. Having a finding in NOM #15 from the Tribunal and then a determination in NOM #14, along with a set hearing schedule due to the obscene non-compliance with the LAT Rules by SNIC and others, is the only way in which this *LAT Proceeding* can be governed in accordance with the governing statutes along with barely enough time to have the hearing proper heard on its merits. Further, in order for any settlement and settlement

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discussions to occur, and honour the orders of the Tribunal to notify immediately if a settlement has occurred, this NOM #15 and #14 must be heard in the most expedient fashion.

Endnotes

¹“**Insurance**” means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s.1(1) of the *UDAP Rule*);

²*UDAP Rule*, 1(1)(v)(c): “Contract of insurance” means:(c) for a contract of insurance not referred to in (a) or (b), has the meaning ascribed to “contract” in s. 1 of the Act; see: section 1(1) of Insurance Act (Ontario): “contract” means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

³See: *SPPA*, section 1(1) definition of license: registration or similar form of permission required by law;

⁴See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the **Individual Named Insured** (Artopoulos)

⁵As defined under *UDAP Rule*, ss. 1(1): “Claimant”: “means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance,

⁶See: **SNIC** Response on January 25, 2024

⁷The “file number provided in the Andy Gera response” that was approved by TDI Legal which denoted the incorrect file number which I swear is the “TDGIC internally denoted file number” which it had and has possession and control of the same

⁸I shall be relying on jurisprudence in any to be heard motions and this SNIC Proceeding or future proceedings between SNIC and I where other insurers have had “two files” (one authentic and another not as authentic or not part of the assigned claim number for an insured person or injured person)

⁹The Appellant adopts the definitions from his filed documents in the record of proceeding and they have the same meaning herein as they do therein

¹⁰The Appellant’s Spouse was the named insured in the Insurance Policy with SNIC.

¹¹See: change of address by broker “Meloche Monnex Financial Services Inc” (tab 6)

¹²Yet likely \$80 of that amount was under section 25 of SABS

¹³Terrible experience with their customer service. I did a quote at the end of June and was supposed to be sent an auto insurance package. After 2 weeks of not receiving anything, I called again and was told that a package would be resent. I received it yesterday and it’s a BLANK auto insurance application. I called their customer service line and was on-hold for 10-15mins. Only to be finally told that their entire system is down, so they can’t pull up any accounts! A customer rep called me back, but is located in New Brunswick, so now I have to pay long distance charges to try to resolve this. My renewal is up soon and I may hafta [sic] stick to my current provider because of TD’s incompetence! I’ve received great customer service at their branch level, but their Insurance department sounds fragmented and disorganised. (see: <https://www.yelp.ca/biz/td-home-and-auto-insurance-company-toronto>; by Ms. Stephanie S. of Mississauga, Ontario)

¹⁴See: NOM #14, Affidavit #30 and Tab 22

¹⁵Apparently located at the Burlington Address

¹⁶See: Invoice 1(A), Dhaliwal OCF-18 and April 20, 2023, package from SNIC Markham that included a letter that mistakenly (presumed now because of not having some or all of the relevant faxes from the Appellant to the VP Building 4th Floor Fax Number) represented that there was “no medical evidence” (which meant it did not have the October 2022 MRI Package) on file, and only approved 20 physiotherapy sessions and part of the Dhaliwal Full Body Assessment.

¹⁷Appellant and MD (neurosurgeon)

¹⁸The now known focus of “TD Insurance” was causing the Appellant to submit through HCAI to the invalid Etobicoke Address.

¹⁹Despite bringing three early motions, where the style of cause was consistent with the naming in listed and attached documents and his definition of “TD SNIC” (see: *McLean v. TD Insurance Meloche Monnex (Security National Insurance Company)*), due to the lengthy delays by whom he presumed was SNIC, an early decision by Vice-Chair Lake referenced “TD General Insurance Company”.

²⁰Mid-January 2024 decision relating to his first three motions which all identified TDIMM (SNIC) as the respondent

²¹For further background: Ms. Moraes, purporting to be his legal assistant, attempted to engage in discussions with the Tribunal, whilst improperly seeking an adjournment of the case conference, on behalf of TDGIC. From February 2024 until and including the case conference, the Appellant, whilst continuing to file all documents referencing the respondent SNIC, sought consent of TDGIC to be removed in accordance with SNIC Response. Mr. Karat did not take any steps in that regard and TDGIC opposed. In April 2024, Mr. Nieuwland’s actual legal assistant appeared in lieu of Ms. Moraes.

²²As found by Adj. Morrisette but in fact, the language used was, “did not oppose”. In any event, TDGIC, volitionally, allowed itself to be removed without filing a pleading or representing that it was the “First Insurer”.

²³presumably an agent of Colliers International,

²⁴For further background: On August 6, 2024, through a PIPEDA request of HCAI, HCAI provided the HCAI submitted copy of Dhaliwal OCF-18 which had caused re-direction to the defunct East Mall Address. The Appellant demanded that SNIC amend its address to SNIC Markham in HCAI and/or amend the name of the insurer to the First Insurer with a current and correct address. The Appellant made the same demand upon TDHA. Neither TDHA nor SNIC responded.

²⁵For further background: Invoice 1(A) was delivered to the attention of Ms. Nurse with copies to the other known adjusters for SNIC along with a hard copy to head office (FSRA website) to the attention of the accounting department. A copy was also provided to

TDHA based upon the discoveries relating to the **VP Building 4th Floor Fax Number**, the East Mall Address, the “New Brunswick connection”, the “Spam Faxes”, the rebuffed email request in March 2023, the “e claims services email” (referencing TD Insurance”) et al. As a result of not receiving any signed OCF-18, Part 13’s, from the adjusters at the relevant time in relation to the other submitted OCF-18’s, Invoices 1(B) to 1(E) were also delivered to the above in the same fashion.

²⁶This could lead to an insurance company, who had not received premiums with no previous interaction with such an unsavoury insured person, being liable to respond and pay benefits to said unsavoury insured person.

²⁷The same applies to SNIC’s provision of a fax number that was not its fax number for some 6 or so years, and clearly a fax number of another insurance company as a tenant in the VP Building on the 4th floor with control of receipt of faxes sent to the VP Building 4th Floor Fax Number.

²⁸See: SPPA,

²⁹See: *Insurance Act*, ss. 279 (includes does not exclude); see: section 3(1) of SABS which includes the Spouse of the **Individual Named Insured** (Artopoulos)

³⁰As defined under UDAP Rule, ss. 1(1): “Claimant”: “means a person who claims statutory accident benefits or who otherwise claims any benefit, compensation or payment under a contract of insurance,

³¹Distinguished from Meloche Monnex Inc., which is a CBCA incorporated company with a registered and records office of Markham McNabb Building

³²See: SPPA, section 1(1) definition of license: registration or similar form of permission required by law;

³³“Insurance” means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event, and includes life insurance (see: s.1(1) of the UDAP Rule);

³⁴UDAP Rule, 1(1)(v)(c): “Contract of insurance” means:(c) for a contract of insurance not referred to in (a) or (b), has the meaning ascribed to “contract” in s. 1 of the Act; see: section 1(1) of Insurance Act (Ontario): “contract” means a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

³⁵(multiple 416 postal codes due to involuntary movement of **Insured Automobile** by force of being rear-ended by the tortfeasor (insured by the tort insurer in *Pembridge Insurance Company* (“**Pembridge**” or “**Tort Insurer**”))

³⁶See: **SNIC** Response on January 25, 2024

³⁷Abundance of caution whilst reserving all rights in fact and at law

³⁸(see: <https://ontariobusinessdir.com/company.php?id=61237>)

³⁹Motion in May 2024 and then decided in late June 2024 and a further motion to clarify any issues arising from said order amending the style of cause and any and all documents issued by the Tribunal since January 2024. I am not citing the LAT Proceeding as it is not relevant per se and at this time to the historic, ongoing and future obligations that arise from this affidavit to be tendered and exclusively delivered to SNIC (claims advisors) and the First Insurer (not denied to be TDHA and subject to further evidence and admissions)

⁴⁰It appears that the reason that Primmum’s FSRA registration number was and is 1396 is that it was potentially rebranded or reconstituted after TDHA obtained its FSRA registration number of 1063 as TDHA was not listed in the 2001 Ontario Gazette. This seems logical because TDHA was an “in-town” insurer with its FSRA registration number of 353 and SNIC was an out-of-town insurer with its FSRA registration number of 397. It stands to reason that SNIC and TDGIC did not disclose the name of “TD Home and Auto Insurance Company” as it would have been more obvious to the Appellant as there was no “home insurance” associated with the Insurance Policy. It also would have led to the Appellant searching the name of TD Home And Auto Insurance Company and finding that the 416-774-3120 fax number was TDHA by some public records (which are few since 2010) from the Ontario Business Directory website.