

Re: 23/015662/AABS – Further Request for Production of Non-Parties

24 messages

Kevin McLean <mcleansniclat@gmail.com>

Tue, Jun 25, 2024 at 9:20 AM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices**Appendix #1: Rule 9.2.2****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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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 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")

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Kevin McLean <mcleansniclat@gmail.com>

Tue, Jun 25, 2024 at 9:42 AM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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")

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[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Wed, Jul 3, 2024 at 1:46 PM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only *PIPEDA* request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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 LAT Rules of Practice and Procedure Version 1 April 1 2016 (1).pdf
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Kevin McLean <mcleansniclat@gmail.com>
To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Thu, Jul 4, 2024 at 1:07 PM

July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

Yours truly,

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

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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 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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue)).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only *PIPEDA* request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices
Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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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")
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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If

we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

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

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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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****emails may be sent with 'scheduled send****

Kevin McLean <mcleansniclat@gmail.com>

Thu, Jul 4, 2024 at 2:38 PM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"); 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4").

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of **TDGIC**; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the **UDAP Rule** which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. in the interim, I will presume that the TDGIC file number is the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA*

response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under

Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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:**

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On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, “[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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 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”)

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC (“**Non-Party**” and “**Non-SABS Insurance Company**”), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the “Andy Gera” issue).

The contact information for the non-party (TDGIC) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)’ participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company (“**Fictitious SABS Insurance Company**”) since as early as

January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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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.

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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the “Fictitious TD Claim Number”), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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 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”)

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company (“TDGIC” or “Non-Party”) for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 (also defined as the “Fictitious TD Claim Number”) and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 (“Fictitious TD Claim Number”)

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 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>

Thu, Jul 4, 2024 at 7:05 PM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious **TD Insurance claim number** for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"): 034325790-03 ("**Fictitious TD Claim Number**" or "**TD Claim #4**")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of **TDGIC**; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the **UDAP Rule** which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the unconverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. In the interim, I will presume that the TDGIC file number is the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023

ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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")

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On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought

and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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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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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (TDGIC) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company (“TDGIC” or “Non-Party”) for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 (also defined as the “Fictitious TD Claim Number”) and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 (“Fictitious TD Claim Number”)

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>

Fri, Jul 5, 2024 at 3:44 PM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353

Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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 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

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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 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

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-
-
- Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

- Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4").

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. in the interim, I will presume that the TDGIC file number is the referenced file number in the Fictitious TD Claim Number denoted in the February 14, 2024, PIPEDA response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this

regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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")

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On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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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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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies) participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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 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")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

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

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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

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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 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_Affidavit_28_July 5_24 - Read Only.pdf**
2436K

Kevin McLean <mcleansniclat@gmail.com>

Mon, Jul 8, 2024 at 3:58 PM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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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'

On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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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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****

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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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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");

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. In the interim, I will presume that the TDGIC file number is the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the "Override Provision") that it holds or has held, collected, accessed, used and/or disclosed. In relation to the "accounting requirement" for "third party disclosures by each Organization, I note the language therein is "may" have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not not have TDGIC's position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then "ghost insurance company" in "TDGIC" albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a "singular" regarding a non-capitalized "response" when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the "hearing proper" is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the "As Per A. Nurse" non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that the relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://iso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!

Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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")

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On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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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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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (TDGIC) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies) participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only *PIPEDA* request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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 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.

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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")

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 **AR_NOM 13_NOM_Schedule A_pages 1 to 5.pdf**
333K

Kevin McLean <mcleansniclat@gmail.com>

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Mon, Jul 8, 2024 at 4:48 PM

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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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")

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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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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

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at “Appendix” a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my “Spam Folder” and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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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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

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant (“McLean”) with fictitious numbering with Non-SABS Insurance Company (“TDGIC”) and Non-Party (“TDGIC”): 034325790-03 (“Fictitious TD Claim Number” or “TD Claim #4”)

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of “principal-agency relationships” (not “agents” or “brokers” under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not “blocked”. Please see “Appendix”. I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. In the interim, I will presume that the TDGIC file number is the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents

that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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")

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On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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 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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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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

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrissette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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'

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

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

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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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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")

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 **AR_NOM_13_Index_July 8_24.pdf**
244K

Kevin McLean <mcleansniclat@gmail.com>

Tue, Jul 9, 2024 at 9:01 AM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing record brief. I will provide you also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in this regard.

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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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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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****emails may be sent with 'scheduled send****

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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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("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

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"); 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. in the interim, I will presume that the TDGIC file number is the referenced file number in the Fictitious TD Claim Number denoted in the February 14, 2024, PIPEDA response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under PIPEDA, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated PIPEDA requests. To confirm for the record, I made the following:

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 PIPEDA request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant PIPEDA response with access to any and all personal information and information (see: PIPEDA, ss. 9(4) (the "Override Provision") that it holds or has held, collected, accessed, used and/or disclosed. In relation to the "accounting requirement" for "third party disclosures by each Organization, I note the language therein is "may" have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both PIPEDA requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both PIPEDA #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC's position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then "ghost insurance company" in "TDGIC" albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a "singular" regarding an non-capitalized "response" when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the "hearing proper" is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the "As Per A. Nurse" non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://iso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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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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

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i][20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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'

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a **PIPEDA** response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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

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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 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

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the

event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendix #1: Rule 9.2.2

9.2.2 ORDERS FOR NON-PARTY PRODUCTIONS

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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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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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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")

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 **AR_NOM_13_Written Argument_SERVED_TDGIC_July 9.pdf**
407K

Kevin McLean <mcleansniclat@gmail.com>

Tue, Jul 9, 2024 at 9:40 AM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing record brief. I will provide you also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in this regard.

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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emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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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emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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emails may be sent with 'scheduled send

On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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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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

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. in the interim, I will presume that the TDGIC file number is the referenced file number in the Fictitious TD Claim Number denoted in the February 14, 2024, PIPEDA response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding a non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at "purging", "deleting" or "destruction" of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for "summons". I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland's filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of "denial letters" and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have "ghostwriters" of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the "real reasons" that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an "unreasonable delay" or "unreasonable withholding" of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of "penalty" to be applied and by when. As noted in the case of *Coachman*, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between

the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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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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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

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

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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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 **AR_NOM_13_Various Filings including COS_July 9.pdf**
32K

Kevin McLean <mcleansniclat@gmail.com>

Tue, Jul 9, 2024 at 10:18 AM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>, James.V.Russell@td.com

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have copied Mr. Russell so a copy of the same will be provided to the board of directors for TDGIC. I confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will be served on SNIC and then filed with the Tribunal. 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

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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")

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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 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

On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing record brief. I will provide you also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in this regard.

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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emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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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emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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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emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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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emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean") with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of **TDGIC**; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the **UDAP Rule** which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. In the interim, I will presume that the TDGIC file number is the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding a non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)–(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit

of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As noted in the case of *Coachman*, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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 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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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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'

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morissette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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”)

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company (“TDGIC” or “Non-Party”) for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 (also defined as the “Fictitious TD Claim Number”) and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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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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")

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 **AR_NOM_13_Hearing Brief Rec_July 9.pdf**
16836K

Kevin McLean <mcleansniclat@gmail.com>

Tue, Jul 9, 2024 at 11:36 AM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>, James.V.Russell@td.com

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal to obtain the most expeditious hearing date for NOM #13.

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to explain why I am required to proceed and have all orders granted.

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at this stage) to ensure that I am, at the very least, provided with a list of those documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #13. This will allow me to file a reply, and if necessary, the Tribunal can assess privilege on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow what transpired herein to occur. One day of that type of conduct was of the utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have copied Mr. Russell so a copy of the same will be provided to the board of directors for TDGIC. I confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will be served on SNIC and then filed with the Tribunal. 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

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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")

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing record brief. I will provide you also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in this regard.

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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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before bringing a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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 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

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean"), with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"); 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. in the interim, I will presume that the TDGIC file number is the referenced file number in the Fictitious TD Claim Number denoted in the February 14, 2024, PIPEDA response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under PIPEDA, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record, I made the following:

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that referenced “TD Insurance” and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issue”, whether or not the document helps or hurts the party’s case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the lawyer has explained “the necessity of making full disclosure of all documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadings”: Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a “one-time” obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of documents “specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleting” or “destruction” of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://iso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland's filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of "denial letters" and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have "ghostwriters" of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the "real reasons" that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an "unreasonable delay" or "unreasonable withholding" of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of "penalty" to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 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'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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

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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 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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (TDGIC) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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 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")

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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company (“TDGIC” or “Non-Party”) for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 (also defined as the “Fictitious TD Claim Number”) and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

9.2.2 ORDERS FOR NON-PARTY PRODUCTIONS

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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.

Appendix #2: Authentic TD Claim

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 (“Fictitious TD Claim Number”)

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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Kevin McLean <mcleansniclat@gmail.com>

Tue, Jul 9, 2024 at 5:52 PM

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.Saeed@tdinsurance.com, Adrianna.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I confirm that I have discharged the requirement of "reasonable efforts". I confirm that Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited hearing of NOM #13. As noted, I am required to ensure that I have the necessary documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party. I reference "if anything" based on the principles of possession which are: (a) Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought it was SNIC as evidenced by the return addresses in those documents therein) delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents, I intend now to update the FSRA with more fulsome particulars unless TDGIC complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent but only time will tell.
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Document Demand is that of CAT Impairment. I kindly note again that the position of SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" has no merit in law. It will be important to know who was "behind" the legal analysis in that regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively in the capacity for SNIC.
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the SNIC Proceeding.
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank Account particulars with the last payment from SNIC (at least denoted as such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham became an issue. I further note that the SNIC Markham and SNIC Burlington fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of NY in that the Reg 664 award and costs have been on the proverbial table since day one of the filing and serving of my Appeal.
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable efforts to obtain the documents without a production order from the Tribunal.
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Requests**").

15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative on the record for TDGIC. He has not even taken one step to notify myself and the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer licensee filing responsive materials to my NOM #13.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC, and that would leave Mr. Nieuwland representing SNIC in such a motion while being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as a direct result of the Nieuwland DOR for SNIC on June 28, 2024, when measured against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included managing counsel for TDISL in Mr. Tischler on this email thread.
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it has further underscored the glaring and obvious conflict of interest. All that I can do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see it as necessary to particularize the address for SNIC as that is SNIC Markham in the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information absent my consent. I object in perpetuity so TDGIC is fully aware and I do not need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. However, the sheer "radio silence" makes it impossible which is why I had to invoke the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or things) are exclusively within the control of TDGIC or jointly (and/or constructively) held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear and that TDGIC is able but unwilling to provide me with access to the Requested Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky", you can consider that my extension of a further "olive branch" in this regard.
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purposes of this SNIC Proceeding as per my Order #5. Further, while appreciating that there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denoted which was SNIC) by TDGIC, if your position is that TDGIC has accounted for certain amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some Tribunal decisions in this regard for withholding the same, those decisions (subject to review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents of a tax, financial and accounting character that relate to how any amounts were deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note that I made a request of SNIC of a similar nature in 2022 and 2023 but it went unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TDGIC or "rebooked".
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a Tribunal Decision" allowed for the seeking, by a party, of reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Tribunal may reconsider any decision of the Tribunal that FINALLY DISPOSES of an Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to the underlying reason why the claimants in *Jia* were able to file for reconsideration of the decision of Adjudicator Msosa which was overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interests. As such, I also note the doctrine of prematurity as it relates to filing for judicial review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision or order of the Tribunal will file a judicial review or appeal that these matters herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only the parties but the non-party(ies).
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.
31. Kindly govern yourselves in accordance with the law.

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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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

On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal to obtain the most expeditious hearing date for NOM #13.

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to explain why I am required to proceed and have all orders granted.

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at this stage) to ensure that I am, at the very least, provided with a list of those documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #13. This will allow me to file a reply, and if necessary, the Tribunal can assess privilege on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow what transpired herein to occur. One day of that type of conduct was of the utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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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emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have copied Mr. Russell so a copy of the same will be provided to the board of directors for TDGIC. I confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will be served on SNIC and then filed with the Tribunal. 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

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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")

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing record brief. I will provide you also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in this regard.

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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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and the hearing record (which will be separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to have provided legal services, practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any access to the requested documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented conflict of interest for a lawyer licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion without further notice to TDGIC.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as of last night to TDGIC. To confirm, Parts 1 and 2 were identical by way of covering letter and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance of caution and for the record, also faxing you a copy of these emails. As Mr. Nieuwland is the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising lawyers now copied) was incorrectly denoted as his legal assistant and took steps on behalf of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDGIC wish to provide the records to me by tomorrow by two p.m. that it do so via email (i.e. confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy via fax and mail to the address at 3650 Victoria Park Avenue, North York, Toronto, Ontario. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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**

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and those individuals

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean"), with fictitious numbering with Non-SABS Insurance Company ("TDGIC") and Non-Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not "agents" or "brokers" under the *Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax service provider (which only allowed three pages at a time) to ensure that they were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of TDGIC; (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted evidence).

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we can cross-reference the same. In the interim, I will presume that the TDGIC file number is the referenced file number in the Fictitious TD Claim Number denoted in the February 14, 2024, PIPEDA response that was admittedly (see: April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the relevant LAT Rule including but not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under PIPEDA, while distinct from other laws in terms of ramifications, for not destroying any of my personal information that it has held or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection without necessity for an order. Of course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I reserve all of my rights in fact and at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain elsewhere that is relevant to this potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated PIPEDA requests. To confirm for the record, I made the following:

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted all avenues of recourse;
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 PIPEDA request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable individual for all privacy for TD Bank Group and its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant PIPEDA response with access to any and all personal information and information (see: PIPEDA, ss. 9(4) (the "Override Provision") that it holds or has held, collected, accessed, used and/or disclosed. In relation to the "accounting requirement" for "third party disclosures by each Organization, I note the language therein is "may" have been disclosed to third party organizations and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both PIPEDA requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her search and provide compliant responses and access to both PIPEDA #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for an adjournment of a hearing date if it appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. Should I not not have TDGIC's position by the end of the business day, then I will presume that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures of what it appeared to be SNIC were effectively attributable to a then "ghost insurance company" in "TDGIC" albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleased to see that Vice Chair Morrisette clarified her order in that regard as there was a reference to a "singular" regarding a non-capitalized "response" when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders of the Tribunal (like the one of Vice Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the "hearing proper" is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the "As Per A. Nurse" non-compliant signature when measured against the requirements against the FSRA issued documents (treatment and assessment plans) is an issue in my pleadings and the purportedly responsive pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the same as there was a reference by Vice Chair Morrisette to whether that was an issue in the pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I know what I have received from SNIC. I do not need copies of the same from SNIC as my record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very least, swear an affidavit regarding the documents that have been or in the file of TDGIC, and from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or my Spouse or the Lessor (BMW Financial Services Inc.) (see: TD Claim #2 which I believe would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from "E-claims services" that referenced "TD Insurance" and Ms. Persaud.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this email thread, I note the following for context (while appreciating that the Ontario Civil Court Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

"At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document relevant to any matter in issue in an action that is or has been in its possession, control or power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a document: Rules of Civil Procedure, rr. 30.02(1)-(2). Three requirements imposed by the Rules of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civil litigation process. First, the obligation to disclose all relevant documents is not limited to documents upon which the party intends to rely to establish its claim or defence. A party must disclose "every document relevant to any matter in issue", whether or not the document helps or hurts the party's case. Second, in order to ensure that a party fully understands its obligation to disclose and produce all relevant documents, the party's lawyer must certify in the party's Affidavit of Documents that the lawyer has explained "the necessity of making full disclosure of all documents relevant to any matter in issue in the action" and "what kinds of documents are likely to be relevant to the allegations made in the pleadings": Forms 30A and 30B; rr. 30.03(4) and 76.03(4). Courts expect that a party has received from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whether the party regards the document as favourable or harmful to its case. No doubt this advice may rub against the litigation instincts of some parties, who would prefer to "deep-six" relevant documents that might undermine their claims or defences. Third, the obligation to disclose and produce is not a "one-time" obligation. It is a continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after serving an affidavit of documents, a party comes into the possession or control of a relevant document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must "forthwith" serve a supplementary affidavit of documents "specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents": Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2023 ONSC 955, by analogy, reaffirmed the well-established proposition that relevance of a document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2023. However, I confirm that those principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at "purging", "deleting" or "destruction" of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (and TD Claim #3 by it being denoted in the pleadings as a requirement), the need for "summons". I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that Mr. Nieuwland has two clients as per the LSA and LSO-By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland's filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representative that all documents or things are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of "denial letters" and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud when her auto-reply in December 2023 when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have "ghostwriters" of those received documents since, at least September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed et al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF documents (i.e. it used for the Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time period of March 2023 to determine the "real reasons" that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been an "unreasonable delay" or "unreasonable withholding" of benefits and payments since November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organizations. In this regard and to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However, the Tribunal is fully authorized pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of "penalty" to be applied and by when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the business day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email in this thread. If I do not hear from you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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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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

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding that were or are, by implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, TDGIC will know what documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce any and all documents that relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after I made the demands on TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request due to the conduct of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its behalf attempting to redirect me to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-adjuster in Ms. Alisha-Anne Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on the file for TDGIC, so I am confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege that render them subject to an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on TDGIC, and I will, of course, serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will respect TDGIC's right to retain whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking production must establish a nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at issue herein]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph 51). In my view "all third party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution of the issues be produced before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference herein was conducted exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties where a party has made best efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order at the case conference for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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 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")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession or control of non-parties, including TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has only been acting for SNIC since Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will affirm on belief that TDGIC has been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved in TD Claim Numbers (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (TDGIC) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and by reference to the Non-Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the relevant documents or things which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the Tribunal has decided my motion and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than March 2023) by the end of the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding fall under that category. It is my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that time. However, this again coincides with my only PIPEDA request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that Rule 9.2 is a new feature of the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, personal health information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purposes.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought any extension of time.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential motion. However we now have a clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim Number) and the e-mail sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, against those other avenues in the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was only an ADR Specialist (not a claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You will also recall that I attempted to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it includes any and all documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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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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")

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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inapplicability of litigation privilege and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that litigation privilege arose from the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole unlicensed representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and TDISL would be unlawful from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents in joint possession or control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long weekend is approaching along with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from that of TD Claim #3 (SNIC).

Thank you for your attention to this matter.

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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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")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") for all documents or things in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023, I received an email (absent consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was and is a non-party.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the sole respondent party herein, I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision making process and decisions as early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Fictitious TD Claim Number") and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude Mr. Karat as he signed and filed a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this correspondence and file a motion upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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.

Appendix #2: Authentic TD Claim

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

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim Number")

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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Kevin McLean <mcleansniclat@gmail.com>

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.S.Aдрианна.Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding by additional evidentiary reasons as to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by the Court Street, Markham" as the address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer act SNIC, had a duty to inform the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response I do so and SNIC filed the SNIC Response which was signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that TDGIC Park Avenue, North York, Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today that T occupier at SNIC Markham since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of D where the Tribunal is under a misapprehension. I appreciate that much is done electronically in this day and age but this was simply not a "document" or "document package" as it enumerated pages that could be faxed and notably TDGIC engaged in some blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted out th have never known. The upshot is that had I sent via Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity c get a "delivered" once the "forwarded mail" reaches its destination, Canada Post does not provide the "forwarded address". In effect, you have to guess the "postal code" in the Canac website. I unfortunately have experience with the same from many moons ago.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in that I actual physical mailing address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC someh separation of confidential information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'asso licensees and non-licensees).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value at the t representing (and is still representing) the Fictitious Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDC TDGIC, he had an assistant that was not his legal assistant in Ms. Moraes (who I have defined as the "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being at the fortuitously prophetic by myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved (March/April 2023 which includes but not limited to:

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time, and author (presuming it was TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" and entirel responds to NOM #13, and provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became i what premises and what times, et al.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwritten 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 F** 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** (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")

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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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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I confirm requirement of "reasonable efforts". I confirm that Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited hearing required to ensure that I have the necessary documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party. I refer to the principles of possession which are: (a) Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought it was SNIC addresses in those documents therein) delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents, I intend to more fulsome particulars unless TDGIC complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSR but only time will tell.
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Docur Impairment. I kindly note again that the position of SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by a practitioner" has no merit in law. It will be important to know who was "behind" the legal analysis in that regard. My evidence is uncontroverted known admissions, that of licensees for TDISL acting exclusively in the capacity for SNIC.
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the SNIC Pro
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank Account payment from SNIC (at least denoted as such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham because that the SNIC Markham and SNIC Burlington fax number regularly would block faxes.

12. As you will note, the facts herein are much different from the likes of *NY* in that the Reg 664 award and costs have been on the proverbial filing and serving of my Appeal.
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable effort without a production order from the Tribunal.
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Requests**").
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative on the record taken one step to notify myself and the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be lawyer licensee filing responsive materials to my NOM #13.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC, and that representing SNIC in such a motion while being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as a direct result SNIC on June 28, 2024, when measured against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant managing counsel for TDISL in Mr. Tischler on this email thread.
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it has fur and obvious conflict of interest. All that I can do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see it as an address for SNIC as that is SNIC Markham in the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information at perpetuity so TDGIC is fully aware and I do not need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. However, it makes it impossible which is why I had to invoke the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or things) are of TDGIC or jointly (and/or constructively) held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear and that TD provide me with access to the Requested Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky", you call of a further "olive branch" in this regard.
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purposes of this Order #5. Further, while appreciating that there was a misguided response to a PIPEDA written access request (which requires the provision by which was SNIC) by TDGIC, if your position is that TDGIC has accounted for certain amounts denoted to me in the form of "reserves", then kindly While I appreciate that there are some Tribunal decisions in this regard for withholding the same, those decisions (subject to review), relate to the "party" or a "SABS Insurer". I again demand access to any and all documents of a tax, financial and accounting character that relate to how on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note that I made a request in 2022 and 2023 but it went unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account "rebooked".
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a T the seeking, by a party, of reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the N "The Tribunal may reconsider any decision of the Tribunal that FINALLY DISPOSES of an Appeal" is distinct from the Old Rule 18.1 under the Old the underlying reason why the claimants in *Jia* were able to file for reconsideration of the decision of Adjudicator Msosa which was overturned findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interests. As such prematurity as it relates to filing for judicial review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision or judicial review or appeal that these matters herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust only the parties but the non-party(ies).
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expeditiously as possible.
31. Kindly govern yourselves in accordance with the law.

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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On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal to hearing date for NOM #13.

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to proceed and have all orders granted.

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at this stage very least, provided with a list of those documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive. This will allow me to file a reply, and if necessary, the Tribunal can assess privilege on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow what tra day of that type of conduct was of the utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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 2K2

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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have copied M will be provided to the board of directors for TDGIC. I confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC. the same will be served on SNIC and then filed with the Tribunal. 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 2

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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

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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in the

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, M

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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,

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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index and separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services 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:** B. **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) **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" c

emails may be sent with 'scheduled send

On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to be practised law (prior to the SNIC Proceeding) or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice to TDGIC.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide documents or things within this thread.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprecedented licensee in the history of the Tribunal to contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding the retainer has concluded between Mr. Nieuwland (TDISL) and TDGIC, Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct and interesting to see how he will discharge his duty of loyalty to TDGIC and SNIC contemporaneously when responding to this motion and on behalf of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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

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 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 a 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 an 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 ex

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 2010. Principles are subsumed in my request for production of documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty of reasonable effort, it is now approaching some 9 days since I made the demand or request on TDGIC. TDGIC has received my faxes in this regard and I do not have any concern that there may be ongoing attempts at "purging," "deleting" or "destruction" of documents or things that are relevant to my request.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding (denoted in the pleadings as a requirement), the need for “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2024, is that as per the LSA and LSO By Laws until he has removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In that I did not require him to file a DOR, which I say it should, but the issue is now moot as per Mr. Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or representatives are being preserved until you have provided me with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient way of motion order and I have exhausted all avenues of recourse, then I will take the position that this motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud where when I served SNIC with my Appeal, demonstrated that she had been away since September 2023, it is my position that we have “ghostwriters” of those references in September 2023 regarding Ms. Persaud. I again note my concerns with the issue with Ms. Nurse on or around March and April 2023. I again underscore the need for me to determine whether SNIC discharged its duty of good faith and fiduciary duties on its own or whether it was being influenced, incited, advised, instructed or coerced in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate compliance with SABS and the OCF Limited Purposes in the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from 2023 to determine the “real reasons” that I received certain letters from SNIC that were inconsistent with the facts and the law. In this regard, you will note that a has been advanced is that there has been an “unreasonable delay” or “unreasonable withholding” of benefits and payments since November 2022. In order for me and all of the documents or things that have been held by TDGIC or TDGIC is holding along with any and all of its disclosures to SNIC or third party organization efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages. However pursuant to LATA to make all findings of fact and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage when. As noted in the case of Coachman, the mathematical formula is not a difficult one conceptually but the timing of interest and the amount of penalty varies from prove whether the conduct of SNIC was unreasonable, measured against its fiduciary duties which remain ongoing, I will require any and all documents or things general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the end of the day.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my last email to you, this will form part of the documentary evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this proceeding regarding document production by a non-party.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monne; **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”); **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 (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** (“LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3 as

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3, documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on its letter to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of then-employee Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked or confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is any confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-camera" be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to privilege an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus on to serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration was articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the position that the test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [note bene: CAT Impairment is at issue]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (paragraph party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair resolution before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Company (LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference was exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, “[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties who efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is distinct from summonses issued for a written hearing.

[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or is ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the Tribunal on motion to use its summons power to obtain the documents.

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

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex 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 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 (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 #:** (the “LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession of TDGIC (“Non-Party” and “Non-SABS Insurance Company”), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has acted on Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I will have been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The records are relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent) reference to a letter apparently sent on March 26, 2024, relating to the “Andy Gera” issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 Party(ies) participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the records which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the trial and all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding are in my belief that TDGIC has been involved as the Fictitious SABS insurance company (“**Fictitious SABS Insurance Company**”) since as early as before that time. However, this again coincides with my only *PIPEDA* request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note that the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to the records. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its records, Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purpose.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as “parties”) have not soug

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential n clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acti again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order, the event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was claims adjuster). I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. You to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it requ Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with th certificates of status). By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and it i or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices
Appendix

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. 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 disj

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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, Toi

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Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Monn **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.) (‘ **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 L** 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** “23-015662/AABS (the “LAT Proceeding” or “SNIC Proceeding”)
emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the inap and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole t SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of t this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC a from the outset, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any docu control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documen an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a long with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential des documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or license transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct f (SNIC).

Thank you for your attention to this matter.

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 Wes 2K3

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monn **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.) (' **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"); **Loca** (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 (' **File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party" its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in Septemb February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 20: consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I wi number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it w

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision n early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the " and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual No with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude I a Response for SNIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by file to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this cc upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may suppleme being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI m As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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 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.

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 heard.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("Fictitious TD Claim #4")

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 M5X 1C5, Canada (2K3)

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex; **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.) ("Nicole Artopoulos"); **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:** (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")
File Number: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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2 attachments

 erceipt_AR_COS_TDGIC_Entire Application Record_July 11.pdf
30K

 AR_COS_TDGIC_Entire Application Record_July 11.pdf
1644K

Kevin McLean <mcleansniclat@gmail.com>
To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa Sadiq <Arfa.Sadiq@tdinsurance.com>, Adrianna Klukowska@tdinsurance.com, TDI ADR <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and taken all necessary steps regarding his withdrawal as counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** 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/Agent:** (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 Center #3);** and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

7:45 PM (0 min)

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding additional evidentiary reasons as to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by the Street, Markham" as the address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer : SNIC, had a duty to inform the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response) do so and SNIC filed the SNIC Response which was signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that TDGIC is located at 3650 Victoria Park Avenue, North York, Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today that the occupier at SNIC Markham since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of where the Tribunal is under a misapprehension. I appreciate that much is done electronically in this day and age but this was simply not a "document" or "document package" as : enumerated pages that could be faxed and notably TDGIC engaged in some blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted out I have never known. The upshot is that had I sent via Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity get a "delivered" once the "forwarded mail" reaches its destination, Canada Post does not provide the "forwarded address". In effect, you have to guess the "postal code" in the Canada Post website. I unfortunately have experience with the same from many moons ago.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in that actual physical mailing address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC some separation of confidential information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'as: licensees and non-licensees).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value at the representing (and is still representing) the Fictitious Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, he had an assistant that was not his legal assistant in Ms. Moraes (who I have defined as the "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being at the fortuitously prophetic by myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved (March/April 2023 which includes but not limited to:

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time, at the author (presuming it was TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" and entirely responds to NOM #13, and provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became what premises and what times, et al.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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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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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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I confirm requirement of "reasonable efforts". I confirm that Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited hearing required to ensure that I have the necessary documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party. I re the principles of possession which are: (a) Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought it was SN addresses in those documents therein) delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents, I intend more fulsome particulars unless TDGIC complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FS but only time will tell.
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Doc Impairment. I kindly note again that the position of SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by a practitioner" has no merit in law. It will be important to know who was "behind" the legal analysis in that regard. My evidence is uncontroverted known admissions, that of licensees for TDISL acting exclusively in the capacity for SNIC.
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the SNIC P
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank A payment from SNIC (at least denoted as such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham b that the SNIC Markham and SNIC Burlington fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of NY in that the Reg 664 award and costs have been on the proper filing and serving of my Appeal.
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable e without a production order from the Tribunal.
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Requests**")
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative on the record taken one step to notify myself and the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will I lawyer licensee filing responsive materials to my NOM #13.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC, and tr representing SNIC in such a motion while being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as a direct re SNIC on June 28, 2024, when measured against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assis managing counsel for TDISL in Mr. Tischler on this email thread.
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it has f and obvious conflict of interest. All that I can do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see it as address for SNIC as that is SNIC Markham in the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing add perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information : perpetuity so TDGIC is fully aware and I do not need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. How makes it impossible which is why I had to invoke the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or things) ar of TDGIC or jointly (and/or constructively) held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear and that provide me with access to the Requested Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky", you c of a further "olive branch" in this regard.
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purposes of this Order #5. Further, while appreciating that there was a misguided response to a PIPEDA written access request (which requires the provision b which was SNIC) by TDGIC, if your position is that TDGIC has accounted for certain amounts denoted to me in the form of "reserves", then kind While I appreciate that there are some Tribunal decisions in this regard for withholding the same, those decisions (subject to review), relate to

the "party" or a "SABS Insurer". I again demand access to any and all documents of a tax, financial and accounting character that relate to how on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note that I made a request in 2022 and 2023 but it went unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account "rebooked".

27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a decision, by a party, of reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the "The Tribunal may reconsider any decision of the Tribunal that FINALLY DISPOSES of an Appeal" is distinct from the Old Rule 18.1 under the "The underlying reason why the claimants in *Jia* were able to file for reconsideration of the decision of Adjudicator Msosa which was overturned findings, decision and orders being upheld at the ONSC (Divisional Court).

28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interests. As such, prematurity as it relates to filing for judicial review or an appeal.

29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision or judicial review or appeal that these matters herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust only the parties but the non-party(ies).

30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expeditiously as possible.

31. Kindly govern yourselves in accordance with the law.

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 2K2

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter 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; **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 (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'*

On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal to set a hearing date for NOM #13.

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to proceed and have all orders granted.

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at this stage, very least, provided with a list of those documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responses. This will allow me to file a reply, and if necessary, the Tribunal can assess privilege on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow what was a day of that type of conduct was of the utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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 2K2

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emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have copied will be provided to the board of directors for TDGIC. I confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC the same will be served on SNIC and then filed with the Tribunal. 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

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Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc.; **Underwritten 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; **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**: (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

On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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

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Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc.; **Underwritten 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; **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**: (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

On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned hearing record also with a copy of the numbered written argument out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently in this matter.

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

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; 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 . **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 (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

On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you.

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)

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; 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 . **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 (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")

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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record index a separated by tabs and consecutively numbered) along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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)

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; 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 . **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 (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")

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Servi 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 Auton 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 , 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/Au “SNIC Proceeding”)

emails may be sent with 'scheduled send'*

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC and

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant (“McLean”) SABS Insurance Company (“TDGIC”) and Non-Party (“TDGIC”); 034325790-03 (“Fictitious TD Claim Number” or “TD Claim #4”)

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of “principal-agency relationships” (*Insurance Act*):

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a fax s three pages at a time) to ensure that they were not “blocked”. Please see “Appendix”. I reserve the right to rely on this correspondence for any lawful purp granting of any orders in my potential motion pursuant to, *inter alia*, LAT Rule 9.2.2.; (ii) service of **TDGIC**; (iii) compliance with any and all legislation, reg *inter alia*, the **UDAP Rule** which dovetails with the previous governing statutes; and (iii) costs against SNIC (albeit with the oddity of the uncontroverted eviden

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we interim, I will presume that the TDGIC file number is the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* April 11, 2024, submissions by the Non-Party (TDGIC) signed by Mr. Nieuwland in relation to the COI Motion) approved by Mr. Nieuwland of “TDI Legal” capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under not limited to informing his client TDGIC.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any of my or is holding, including that which it may have disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspectio course, Mr. Karat was incorrect in this regard as he mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I at law.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obti potential motion.

Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the r

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhausted a
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individual for all its some 65 different organizations :** directed at various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPE* all personal information and information (see: *PIPEDA*, ss. 9(4) (the “**Override Provision**”) that it holds or has held, collected, accessed, used “accounting requirement” for “third party disclosures by each Organization, I note the language therein is “may” have been disclosed to third party org same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her sea and access to both *PIPEDA* #2 and #3 by this Friday, June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for a appears possible that I will receive relevant evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to t *alia*, Rule 9.2.2. Should I not not have TDGIC’s position by the end of the business day, then I will presume that I need to proceed with my motion and t destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failures , effectively attributable to a then “ghost insurance company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am please clarified her order in that regard as there was a reference to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but n Mr. Nieuwland)). My position was consistent from January until the date of the order by Vice Chair Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and orders Chair Lake where she, in my view, mistakenly referenced the right of a party to have a representative or be self-represented (which appears to be a reference to t Procedure), I remain fastidious and committed to uncovering the truth so that any motions or the “hearing proper” is decided with reference to all documents or in this SNIC Proceeding governed by the pleadings.

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024.
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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

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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this pr implication, in the possession or control of TDGIC. I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars & that TDGIC was involved directly or indirectly in the decisions made in any or all of the TD Claim Numbers, including but not limited to TD Claim #3

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3 documents or things it has collected, used, accessed, and disclosed (which are all relevant documents or things) that are relevant to the broad and Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to prod relate to or about me since August 31, 2022.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so af TDGIC.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of TDGIC.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on it: to TDGIC's North York address in Spring 2023) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of the Nurse with the printing of the following "As Per A. Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked confirming herein that I am requesting copies of all of those documents or things for the Non-SABS Insurance Company. I confirm that no such litig to TDGIC, and solicitor-client privilege could not apply either because such a retainer and engagement would be void. To the extent that there is ar confidentiality over any documents between a licensee and TDGIC, kindly have those documents available for review by the Tribunal on an "in-can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived and/or there are exceptions to priv an order for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a focus serve SNIC (the only "Respondent Party" as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I will whomever it sees fit to respond to the motion but I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The party seeking nexus between the information or document sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration as articulated as follows: The party seeking production must establish the relevance between the materials sought and the dispute before the Tribunal. The test for relevance is a low threshold and the information requested from SOMA is relevant in that it forms part of the information responsive to denying her claim that she is catastrophically impaired as a result of the motor vehicle accident. [nota bene: CAT Impairment is at least a 10% impairment]

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (party assessment provider's files with respect to Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). Establishing her entitlement to any benefits claimed in the application and, as such, any documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to a fair result before the hearing to avoid inevitable adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Company, 2019 CanLII 94054 (ON LAT), at para 19, <<https://canlii.ca/t/j2rwb#par19>>, retrieved on 2024-07-03).

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference was exclusively by Mr. Nieuwland on behalf of a non-party. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of it. Mr. Nieuwland did so on June 28, 2024.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties without efforts to obtain the productions. However, no case law was provided by the applicant in support of this submission. The only decision I am aware of does not have summons power for non-parties is *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT). That decision is different from the one with summonses issued for a written hearing.

^[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtain a production order for any outstanding documents and for those documents the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents ordered, then the requesting party has recourse to bring a motion for enforcement of the order. If the producing party has made best efforts to obtain documents from a non-party, the Tribunal on motion to use its summons power to obtain the documents.

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 M5X 1C5)

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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, authorize 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 "Insurer" (see: *Insurance Act* (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via section 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; **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's Spouse") **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 & 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 #:** (the "LAT Proceeding" or "SNIC Proceeding")

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On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the possession of TDGIC ("**Non-Party**" and "**Non-SABS Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland has, Friday, June 28, 2024, I am now able to proceed with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I have been involved since on or around the time of the request for email communications and the Spam Faxes (March 2023 and April 2023). The relevant to the issues in this SNIC Proceeding.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TDGIC was involved (see: TD Claim #3, TD Claim #2, and the **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Fictitious Party in reference to a letter apparently sent on March 26, 2024, relating to the "Andy Gera" issue).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023. Party(ies)' participation in the **SNIC Proceeding**.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain which will be of use herein.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things until the end of all avenues of reconsideration, judicial review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) Non-Party, including TDISL in its capacity of acting for TDGIC).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than the business day by return email(s) herein, I confirm that I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding are, in my belief that TDGIC has been involved as the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as before that time. However, this again coincides with my only *PIPEDA* request in February 2023 regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I note the New LAT Rules in that regard but I will, of course, cite relevant authorities for production by a non-party(ies) with respect to the relevance of the records.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, personal information, and confidential information, and any roles it had with respect to any decisions that were purportedly made by SNIC in relation to the TD Claim #3. However, irrespective of supplementation, TDGIC has the burden of persuasion regarding production of documents as it will know of all of its TD Claim Numbers and the SNIC Proceeding including but not limited to when it received my Confidential Information from SNIC and for what purpose.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not sought to obtain any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #).

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this potential clear timeline in this SNIC Proceeding as to when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC again note that January 23, 2024 email from Mr. Karat to myself albeit on behalf of SNIC.

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my TD Claim #1 sent to my email (not by consent and not for TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email).

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by order of the Tribunal. The event the Tribunal is yet again misled.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he was acting as a claims adjuster. I further confirm that the SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January 2024. Yet to have the style of cause changed in February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it is my belief that Mr. Nieuwland on May 2, 2024 that were misrepresentations (i.e. "TDGIC and SNIC are one and the same" [sic]) to have that evidence, along with certificates of status. By Mr. Nieuwland filed DOR on June 28, 2024, he has admitted that SNIC and TDGIC are not one and the same.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear and complete for documents or things (including any disclosures made by TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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 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.

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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,

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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, in 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 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 subrogation (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; **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.) **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:** 416.774.3120; **Police File Number (North York Reporting Collision Centre) (see: affidavit #3);** and **TD Insurance Claim #:** 035325790-3 ("TD Claim #"); **TD Insurance Policy #:** 23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the independence and solicitor-client privilege for TDGIC.

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was that at the time that TDGIC was misnamed in the style of cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of litigation privilege.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the sole representative for SNIC. To the extent that Mr. Nieuwland or any licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the *Access to Information Act*) this will further underscore the above point.

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDGIC and the solicitor, and no privilege attached.

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any documents under control of TDISL), that are relevant to the issues in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If document production is full, accurate, and complete, the Non-Party, the Individual Non-Parties, and TDISL must preserve and retain all documents. If an order in relation to my potential motion and all time limits for judicial review or appeals have been exhausted.

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a lot of time and money with the delays in obtaining an order in NOM #8 which should have been by consent order in January 2024, I intend to proceed expeditiously if I can at the end of the business day tomorrow (Wednesday, June 26, 2024). I intend to do so because this will provide further oversight for any potential documents therein. Moreover, it will provide necessary oversight in the event that a file transfer is required to an independent licensee or licensee transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent licensee which would be distinct from SNIC).

Thank you for your attention to this matter.

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 M5X 1C5

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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, in 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 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 subrogation (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; **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.)

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: (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
File Number: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")
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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-Party") in its possession or control since TDGIC was retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2023. In February 2024, I learned that there was a fictitious TD claim number assigned to me that had the name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023 (my consent to discuss matters via email), that involved TD Claim #2 which was not my TD claim number and unknown to me. However, I was assigned a number of either my Spouse or BMW Financial Services Inc.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such, it was not

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the insurer. I went to great lengths to obtain the order in NOM #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision early as March 2023 (see: my affidavit #3 in this regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defined as the "Individual Non-Party" and Mr. Nieuwland, Ms. Moraes (and her supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") with the same are *relevant* to the issues in this SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclude TDGIC) assisted in the same and it is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the Individual Non-Parties have documents or things in their possession or control that do not fall within TD Claim #4 (i.e. by way of access to this SNIC Proceeding by way of any conduct or decisions that pre-date my filing of the Appeal, kindly provide copies under this thread.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on this upon the Non-Party and Individual Non-Parties, along with a copy on the other party (SNIC), and seek the relief therein. I may supplement my request, being, it is to be read in conjunction with my previous request as of yesterday when serving you with the written submissions for the COI. As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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 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.

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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04 ("TD Claim #4")

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 V 2K3

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex; **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., M.Ed.) (*between Heath Rd and St. Clair Avenue*), Toronto, Ontario; **Insured Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Latent File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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2 attachments

 **eFile_Sub_Receipt (2).pdf**
30K

 **AR_Emails_NOM_13_TDGIC served_COS served_TDGIC_Non_responsive.pdf**
415K

Kevin McLean <mcleansniclat@gmail.com>

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa Sultana <Arfa.Sultana@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company ("TDGIC")
FSRAO Registration Number 353 ("TDGIC #353" or "FSRA #353")
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC's declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: "employed – not providing legal services"
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: "Employed – practising law"

Ms. Klukowska of The TD Bank ("TD Bank") (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: "Employed – practising law"

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES ("COLLIERS INTERNATIONAL") AS OF DEMAND

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparent property tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC provides me the documents, and Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to produce some #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation privilege
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see: 2004 CanLII 1000).
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden lies with TDGIC.
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRT0 882, the adjudicator is entitled to review the unredacted documents to determine the relevance of the redacted portions.
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purpose test for litigation privilege.
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental conditions in Wigmore's criteria.
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground to resist production.
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure of the documents.
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the Appeal.
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provide the authentication of the faxes. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any such consented settlement has occurred. Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occurred between us. If a settlement is noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that the SNIC Proceedings will be appealed, and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage public interest and are of significant importance, irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now per se but we can come on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to exhaust all avenues available to me, and is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing of scope of the documents.
19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all contained herein is true and correct (and that thereof) of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. - kindly forward to any interested persons in the same - with that

Kevin McLean <mcleansniclat@gmail.com>

 Attachments

to Kim.selke, Nicholas.Kendrew

July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the “Building” or “Office Tower”)

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some of the parties

I will be brief to provide some background and context to the above document demand (the “**Document Demand**”). I confirm that I am not making any allegation against anyone who has arisen as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as “Appellant”) in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the “**Tribunal**”) (the “**TDGIC**”) was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which was defined as the “**MVA**” or “**Accident**”).

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or things. TDGIC did not record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts to obtain the same, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC’s departure from the Building.

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most grateful.

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely on confidential information to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontario, I will be taking the same address in the same. The aforementioned address is the address that I had for my “claims advisor” at SNIC for a lengthy period of time and then in the SNIC Response (Jas. Insurance Company and Non-Party albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at the same location those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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

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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 ("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 "Ir 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 to

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** i National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean"; **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 (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS ("**emails may be sent with 'scheduled send'**)"

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and discharging with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International is the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or things is not subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown to me)) as copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing but immense and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SNIC and I on appears to have been the "lead tenant"), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have resolved the that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building situated at 101 McNabb-street-markham-ontario) which is Crown Realty Partners. To ensure an even handed and objective approach, I confirm that I am now making effectively the same (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that the lead tenant

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a "lead tenant" at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor there unless the

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the context.

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribunal, I reserve request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive element to there may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document production or disclosure. General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and around 15 to material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent of Collier most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am content to re particulars of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and taken all counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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 an 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 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:** 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 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:** "2

emails may be sent with 'scheduled send

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

7:45 PM (0 m

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding by v the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by the Tribunal a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do so an was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that TDC

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today that 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribunal is not but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some block

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted to Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "delivered" "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same from many

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in that

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC sort of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and non

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value at Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023).

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time, at TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” as documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what point.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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 2K5)

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** 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”); **Police File Number (North York Reporting Collision Centre)** (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 (“TD Claim #3”); and **AABS File Number:** 2023-001013511806

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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 2K5)

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter/Insurer:** 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”); **Police File Number (North York Reporting Collision Centre)** (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 (“TD Claim #3”); and **AABS File Number:** 2023-001013511806

emails may be sent with 'scheduled send'

On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I confirm that Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited hearing of documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party. I will determine if it is (a) Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought it was) delivered to me.

6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents, I intend to comply forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent but only in time.
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Documents of SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" has no merit that regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively in the name of SNIC.
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the SNIC Proceedings.
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank Account (such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham to my fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of *NY* in that the Reg 664 award and costs have been on the proverbial back of the envelope.
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable effort to comply with the Tribunal's orders.
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Request**").
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative on the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer licensee for TDGIC.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC, and being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as a direct result against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included managing counsel for TDGIC.
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it has done at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see it as the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information and I need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. However, I reserve the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or things) were held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear and that the Documents are as stated.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky", you will find it useful.
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purposes of responding to there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denoted which was amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some Tribunal documents (review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents of a type deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note that unanswerable. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TDGIC or "TDGIC".
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Tribunal's Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to be the underlying reason why the claimants in *Jia* were able to overturn by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interests. As such, I reserve the right to review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision or order herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only the parties but also the Tribunal.
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.
31. Kindly govern yourselves in accordance with the law.

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 2

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwrite** (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) ("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 F**
emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal to

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to ex

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at this documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #13. This w on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow v utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwrite** 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) (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
emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have copied confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will be s

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, M

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwrite** 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) (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
emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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,

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emails may be sent with 'scheduled send'

On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expediently

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,

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you

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,

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; 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; **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 ("SNIC Proceeding")

emails may be sent with 'scheduled send'

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record it along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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, C

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Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Ser 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**: ("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 Insur** "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of I engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice t

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide any

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unpre contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if the r owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to T of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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

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emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes as and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abundance the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervising of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should TDC confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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, Toron

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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC at

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLe Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4").

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not '

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a f "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any or (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing st

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so we the referenced file number in the Fictitious TD Claim Number denoted in the February 14, 2024, PIPEDA response that was admittedly (see: April 11, 202 Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under

I will also presume that TDGIC is aware of its obligations under PIPEDA, while distinct from other laws in terms of ramifications, for not destroying any c disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspect mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same,

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated PIPEDA requests. To confirm for the

1. 2023 PIPEDA (see: February 2023) request of SNIC: which was not complied with but required SNIC to retain all information until I exhausted
2. January 15, 2024 PIPEDA request of SNIC: again exclusively directed at SNIC which encompassed the 2023 PIPEDA request; and
3. April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable individual for various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant PIPEDA response with access to any and all person

holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Organiza and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her se June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for a that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2. that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the failu company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleasec to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuwl Morrissette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and or referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Proce “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (tre pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the sai pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and I record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very lea from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or n would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that refere

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this en Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every document power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a doc of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the civ documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in issi that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit c documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the pleadin from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whethe may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or de continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after s document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of docu disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 20 document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is to a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, 20 documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort, has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “deleti

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Procee “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, 2 removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did n Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent or with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persaud that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 reg March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and f al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate c OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time per that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has b November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding along support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award dama and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. As but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, measure things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my l evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding do

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 M5X 1C5

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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. (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, or content errors.

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, waive any right to assert a claim for breach of privacy, PII, 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* s. 127(1)) 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. (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:** Kevin A. McLean, 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 015662/AABS** (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was involved in the production of documents or things, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3 and TD Claim #2, and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to produce them.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after the case conference.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of the request.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same on multiple occasions) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of the TDGIC.

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked on those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and so any documents or things produced by TDGIC are not protected by litigation privilege.

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland h

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I w request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the issu

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein TD **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: refere

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 and

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things u review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party,

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Pro Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that tir regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2. I course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claim #

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, per roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespe of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to wl

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have not s

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this pot when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note the

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not my Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by ord

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that he Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwlar the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear (TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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 c 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

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 hea

Appendix #2: The Old LAT Rules as of 2016

Attached.

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 Wes

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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, 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: *In 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 Proceedi

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Finan 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 1 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)** : **Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was 1 cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrissette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the s licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will fur

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TDG

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with any this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document produ TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for ju

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and a which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the busin provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent lik

Thank you for your attention to this matter.

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 W

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monne **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; **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 Collisi AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Non-retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2024 name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2023 Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my Sp

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such,

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decisic regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 (also defined supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were involved with the

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exclu is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions the

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on th along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be r the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you.

Appendices

Appendix #1: Rule 9.2.2

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 oth 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 disp

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 I

Appendix #2: Authentic TD Claim #

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04

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

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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 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 Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Pro

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monn **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 2 **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 C 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>
To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.S <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“TDGIC”) Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024) 3650 Victoria Park Avenue

North York, Toronto, Ontario
M2H 3B2
(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Dear TDGIC:

Kindly find attached the following:

1. My email of today’s date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-015662/AABS

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company (“**TDGIC**”)
FSRAO Registration Number 353 (“TDGIC #353” or “FSRA #353”)
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC’s declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: “employed – not providing legal services”
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: “Employed – practising law”

Ms. Klukowska of The TD Bank ("TD Bank") (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: "Employed – practising law"

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES ("COLLIERS INTERNATIONAL") AS (
DEMAND

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparent proper tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC provides Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to produce son #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation priv
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see: 2004 Ca
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden lies wit
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRT0 882, the adjudicator is entitled to review the unredacted documents to determine tl
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purpose test f
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental conditions in V
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground to resis
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure of the do
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the Appeal.
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provide the au same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any such con: Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occurred between noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that the SNIC Proc appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage public interes irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now per se but on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to exhaust all ave is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing of scope
19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all contained I thereof) of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

Appendix

Kevin McLean <mcleansniclat@gmail.com>

 Attachment

to Kim.selke, Nicholas.Kendrew
July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the "Building" or "Office Tower")

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some of the parties.

I will be brief to provide some background and context to the above document demand (the "**Document Demand**"). I confirm that I am not making any allegation against anyone as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as "Appellant") in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the "**Tribunal**") (the "Company" ("**TDGIC**") was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which was denied) SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the "**MVA**" or "**Accident**").

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or things. TDGIC failed to record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts to obtain that, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC's departure from the Building.

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most grateful.

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely on confidentiality and have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontario, I will also be in the same. The aforementioned address is the address that I had for my "claims advisor" at SNIC for a lengthy period of time and then in the SNIC Response (Insurance Company and Non-Party albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at the same location those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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)

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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 n ("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 ' 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

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean 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 North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AAB"

****emails may be sent with 'scheduled send'****

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and discharging with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International is the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or things is subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown to me)) copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing but immense and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SNIC and I or appears to have been the "lead tenant"), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have resolved that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building situated at 101 McNabb Street, Markham, Ontario (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that the lead t

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a "lead tenant" at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor there unless

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the context.

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribunal, I request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive element there may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document production or disclosure. General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and around 15 material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent of Colliers International most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am content to provide the particulars of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and taken a counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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 2K2

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter** 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 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:** **emails may be sent with 'scheduled send**

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

7:45 PM (0

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding by the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do so) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that TI

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradsheet) but it must do so where the Tribunal but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some bl

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "de "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same from mar

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in ti

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC se of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and n

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value a Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, h "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC be: March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/Apri

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time, TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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 2

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwrite** 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) (“Artop. 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**

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Yours truly,

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

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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I confirm Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited hearing documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought it was delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents, I comply forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent but only
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Document of SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an “appropriate Ontario health practitioner” has no regard that regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively in 1

9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the SNIC
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank Account (such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of *NY* in that the Reg 664 award and costs have been on the proverbial
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable efforts
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Request**")
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative on the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer licensed
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC, as being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as a director against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included managing counsel
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it has done at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see it as the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. However, the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or thing) held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear and Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky", you
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purposes of there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denoted which amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some Tribunal review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents of a kind deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note that unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TDGIC or
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Tribunal's Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to be the underlying reason why the claimants in *Jia* were overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interests. I review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only the part
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.
31. Kindly govern yourselves in accordance with the law.

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

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwritten** (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)

(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
emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal.
It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at the documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #13. This on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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, M

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Undersigned:** (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) (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**
emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have confirmed that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will be

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, M

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Undersigned:** (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) (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**
Proceeding")

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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, M

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emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scanned out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expedient
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, Ont

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank you

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, C

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services In 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. McL 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 Proceeding")

emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing record along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to be engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide all records.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most unprincipled and contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if he owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to or of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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)

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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the faxes and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before bringing a motion, I am, out of an abundance of caution, the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervision of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should I receive confirmation of a timeline in this regard. If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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

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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDGIC

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("McLean Party" ("TDGIC")): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationships" (not to be confused with "agency relationships")

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilized a "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of any relief; (ii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing law; and (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous governing law.

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number so I can reference the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 11, 2024 Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements under the *PIPEDA* Act.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying any information that is not disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my inspection. I mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the same, I will bring a motion.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I obtain. Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm for the record:

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exhaust all avenues of recourse;
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable individual)** various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all personal information held or has held, collected, accessed, used and/or disclosed. In relation to the "accounting requirement" for "third party disclosures by each Organization" and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize her complaint by June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask for that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9.2.2 of the Rules of Procedure that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the fa company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am pleas to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nieuw Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions and referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And Proc “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents (t pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm the : pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the very I from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself or would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that refe

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in this Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every docum power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of a d of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of the documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in i that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavi documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the plead from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by whet may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims or continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, after document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of do disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.*, 2 document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is t a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 21, documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable effort has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “del

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proc “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 28, removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal did Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of mot motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Persau that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 r March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith and al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrat OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time p that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding alor support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award dam and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by when. A but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, meas things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by th

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be my evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!

Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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,

Disclaimer

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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 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 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. (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:** Kevin A. McLean; **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affidavit 015662/AABS (the "LAT Proceeding" or "SNIC Proceeding"))**

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in the reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC was Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim and disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to provide.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after the case conference.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad nature of my request.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same or provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours worked of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC on a "camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a final matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The pa sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance wa between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low thresh information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle acc

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered (Ms. Jetté" meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishi documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII 94054 (ON I

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conti Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwlan

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-partie law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have Group, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and obtai the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, the party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the docu

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 Wes

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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, i PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insuranc 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 Fin 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 Pers 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: **affid 015662/AABS** (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the | **Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the is

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things wherein T **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: refer

The contact information for the non-party (TDGIC) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023 e

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain t

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceedings are Fictitious SABS insurance company ("Fictitious SABS Insurance Company") since as early as January 2023 and perhaps before that regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2 course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claims).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information, particularly roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrespective of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceedings including but not limited to

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have no

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this process when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, voluntarily or by order

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that his Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January/February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland (the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on June

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear (TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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 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.

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 heard.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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

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Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Fin 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; **Insure** 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)**: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding the

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position was cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will f

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between TD

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with an this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document pro TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits for

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the bus provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent

Thank you for your attention to this matter.

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

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Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex 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 20. 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)**: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "Nc retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 20 name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 20: Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my 5

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As such

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the decision regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also define supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which exc is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that it do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decisions t

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to be

the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted. I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you

Appendices

Appendix #1: Rule 9.2.2

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 party 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.

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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325790-04

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 M5X 1C5

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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") 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" (SABS 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 McLean Insurance Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive; **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):** 23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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2 attachments

-  AR_Letter_LAT Registrar_Query_Hearing Date_NOM_13.pdf
247K
-  Receipt_AR_Letter_LAT Registrar_Query_Hearing Date_NOM_13.pdf
30K

Kevin McLean <mcleansniclat@gmail.com>
To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa Sultana <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

July 23, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

(the "VP Building")

Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Please find attached a copy of my email to the Tribunal (LAT Registrar and Mr. Grant) at appendix.

Appendix

Kevin McLean

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous emails, "**NOM #13 Hearing Brief**").
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the \ document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the nece extent that I cannot, by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant tin
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or things argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of the san
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 9:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)
Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Dear TDGIC:

Kindly find attached the following:

1. My email of today’s date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-015662/AAI

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company (“**TDGIC**”)
FSRAO Registration Number 353 (“**TDGIC** #353” or “FSRA #353”)
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC’s declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092

Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: PI license
Status: "employed – not providing legal services"
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: "Employed – practising law"

Ms. Klukowska of The TD Bank ("TD Bank") (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: "Employed – practising law"

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES ("COLLIERS INTERNATIONAL") AS DEMAND

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparent prop tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC provide Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to produce s #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation p
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see: 2004)
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden lies v
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRT0 882, the adjudicator is entitled to review the unredacted documents to determine
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purpose tes
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental conditions in
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground to res
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure of the c
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the Appe
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provide the e same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any such cc Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occurred betw noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that the SNIC Pr appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage public inter irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now per se bu on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to exhaust all av is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing of scoj

19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all contained thereof) of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

Appendix

23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. - kindly forward to any interested persons in the same - with

Kevin McLean <mcleansniclat@gmail.com>

 Attachment

to Kim.selke, Nicholas.Kendrew

July 13, 2024

Private and Confidential

- Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the “Building” or “Office Tower”)

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some of the p

I will be brief to provide some background and context to the above document demand (the “**Document Demand**”). I confirm that I am not making any allegation arisen as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as “Appellant”) in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the “**Tribunal**”). The Company (“**TDGIC**”) was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which was d SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the “**MVA**” or “**Accident**”).

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or things. TDG record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts to obtain that, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC’s departure from the Build

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most gratefu

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely on cor have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontario, I was also in the same. The aforementioned address is the address that I had for my "claims advisor" at SNIC for a lengthy period of time and then in the SNIC Response (as the Insurance Company and Non-Party albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at the same time those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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 M5X 1C5

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DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipient only. If you are not a named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. If you are not a named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Please delete this e-mail and its attachments from your system. If you are not a named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Please delete this e-mail and its attachments from your system. If you are not a named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Please delete this e-mail and its attachments from your system.

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 ("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 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 to SNIC Markham (416.774.3120).

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLe 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 Dundas Street West and Bloor Street West) (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AA"

emails may be sent with 'scheduled send'

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and discharge of my duties, I am writing to you with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International is the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or things in dispute are subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown to me) that are copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing but immense sympathy and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SNIC and I (as I appears to have been the "lead tenant"), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have resolved all matters that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building situated at 101 McNabb Street, Markham, Ontario (which is Crown Realty Partners). To ensure an even handed and objective approach, I confirm that I am now making effectively the same request (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that the lease is for a term of 10 years, commencing on the date of the lease agreement.

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a "lead tenant" at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor there unless it is the same building.

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the context.

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribunal, I will make a request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive element. There may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document production or disclosure. I note that the General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and around 2015) material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent of Cc most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am content particulars of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and taken counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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 2

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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 Information" or "CT") 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 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.; **Underwri** 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) ("Art 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 Numb**
emails may be sent with 'scheduled send'

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

7:45 PM

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference b a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no lo was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do s was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribunal but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted by Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ("application") or their website. I unfortunately have experience with the same from my

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC 1 March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" as documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from when

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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

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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 the release of any 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 SAJ 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.; **Underwritten by:** 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) ("Arthopoulos 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** 035325790-3 ("AABS Claim #3")

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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

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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 the release of any 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 SAJ 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.; **Underwritten by:** 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) ("Arthopoulos 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** 035325790-3 ("AABS Claim #3")

emails may be sent with 'scheduled send'

On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I confirm Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited hearing documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party: (a) Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought it) delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents, complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent but on the rise.
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Document Demand for SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" has no more regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively in the name of SNIC.
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the SNIC proceedings.
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank Account (such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of *NY* in that the Reg 664 award and costs have been on the proven basis.
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable efforts to the best of my ability.
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Requirements**").
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative on the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer licensee for TDGIC.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC, being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as a claimant against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included managing counsel for TDGIC.
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it I do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see it the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information. I need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. However, the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or things) held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear and complete Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky", yes.
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purpose of there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denoted which amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some Tribunal review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents of a party deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note that it remains unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TDGIC.
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Tribunal's Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to be the underlying reason why the claimants in *Jia* were overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).

28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interests review or an appeal.

29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only the parties.

30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expeditiously as possible.

31. Kindly govern yourselves in accordance with the law.

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, M5H 1K5)

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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 ("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 referred ("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.; **Underinsured Motorist (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) (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 AA.

emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal.

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence to the Tribunal.

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege at documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #13. This is on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot allow me to proceed in utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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, M5H 1K5)

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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have confirmed that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will be provided to 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, M5H 1K5)

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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; **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- Proceeding")

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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, Ont

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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and scan out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move expedie

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, C

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thank

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

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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule “A” for NOM #13. I will serve you with a copy of the hearing reco along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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, Toron

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130
Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further not

For ease of record keeping as you would know with TDGIC’s file, which should not have taken more than some 9 days to provide, kindly provide

I confirm that as of today’s date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most un contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if tl owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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, Tor

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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my mo

In being objective and for record keeping purposes, I have also included at “Appendix” a copy of the covering letter (by way of copy and paste) for the fax and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my “Spam Folder” and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an abund the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her superv of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a c I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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, '

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emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TDG

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant (“A Party (“TDGIC”); 034325790-03 (“Fictitious TD Claim Number” or “TD Claim #4”).

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of “principal-agency relationships”) (

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utilize “blocked”. Please see “Appendix”. I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of an (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the **UDAP Rule** which dovetails with the previous governi

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number s the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 11, Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements u

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying & disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my ins mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the s

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I ob Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm f

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until I exha
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable individu** various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all p holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each Org and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize h June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to ask 1 that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 9. that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that the company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am plc to a “singular” regarding a non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Nie Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions ar referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And P “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued documents pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm th pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) ar record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the ver from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving myself would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that r

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in th Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every docu power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect of : of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of th documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter in that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affid documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations made in the ple from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by wh may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claims c continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where, af document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit of disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.* document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents i a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 2 documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable efi has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”, “c

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Pr “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://iso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 2 removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal d Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized ager with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of m motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. Pers that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 202

March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith as required by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there has been no evidence in November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding all documents to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award damages and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of "penalty" to be applied and by when. but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, meet the requirements of the law, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me by the time of the next hearing.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be in compliance with the law and evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding the above.

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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

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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, PHI, or SPI ("Confidential Information" or "CT") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Policy* (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. (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:** Kevin A. McLean; **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affidavit):** 015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding and reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC withheld documents, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD Claim #3 and TD Claim #2, disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.

3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes not to.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only did so after the case conference.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad request.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the same) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of "Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours of work of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, and any engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and TDGIC, the "camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived for production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with a copy (as a matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The issue sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold of information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident.

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered. Ms. Jetté meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing the documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to the proceedings be produced. This has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (ON LAT)).

2023 decision (see: *L. D. v. Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case conference was adjourned. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland did not file a DOR.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties. The law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have jurisdiction to hear motions for productions from non-parties is *Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and oblige the parties to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, then the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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, Suite 1000, Toronto, Ontario M5X 1C5

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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 no intention of waiving any rights in fact and at law that are inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insura 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 F
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 P**
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: afj**
015662/AABS (the “LAT Proceeding” or “SNIC Proceeding”))
emails may be sent with 'scheduled send

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in the **Insurance Company**”), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things where **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: re

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Fictitious SABS insurance company (“**Fictitious SABS Insurance Company**”) since as early as January 2023 and perhaps before the regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix : course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC’s involvement in the TD Claim #3 (and other TD Claims

I may supplement this letter with particulars of what I am seeking with respect to TDGIC’s collection, use and disclosure of my information, roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, irrelevant of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as “parties”) have informed

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected this when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (not Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or by

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented that Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in January/February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland the same” [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR on January

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently clear TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

	Appendices
Appendix	

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 non-party 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 issue.

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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

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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 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 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 ; **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 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 Case File Number):** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position v cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrissette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains the licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this will

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between them

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document p TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limits f

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) and which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the b provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent

Thank you for your attention to this matter.

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

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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 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 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 ; **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 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 Case File Number):** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "I retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February ' name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2 Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either my

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As su

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the de regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also defiu supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with tl

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which e: is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decision

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely o along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is to the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was gra

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank y

Appendices

Appendix #1: Rule 9.2.2

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 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

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 mot

Appendix #2: Authentic TD Claim

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

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 03532579

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 S

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for 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

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") 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" Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAI

Relevant particulars: : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche . **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 D. **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 Report 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>

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.S <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

July 30, 2024

Dear TDGIC:

I write to confirm that we are still awaiting a date for the hearing of NOM #13. I will provide you with a copy of the same when it is received. I further confirm that TDC Thank you for our attention to the matters herein.

Warm regards,

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

On Tue, Jul 23, 2024 at 12:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "VP Building")
Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Please find attached a copy of my email to the Tribunal (LAT Registrar and Mr. Grant) at appendix.

Appendix

Kevin McLean

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous email "NOM #13 Hearing Brief").
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the need to the extent that I cannot, by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant time).
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or things sought in the argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of the same.

6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC** Markham)

FAX: 905-315-1074 (**SNIC** Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 9:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Dear TDGIC:

Kindly find attached the following:

1. My email of today’s date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-015662/A.

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company (“**TDGIC**”)
FSRAO Registration Number 353 (“**TDGIC #353**” or “**FSRA #353**”)
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC’s declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: “employed – not providing legal services”
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: “Employed – practising law”

Ms. Klukowska of The TD Bank (“**TD Bank**”) (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: “Employed – practising law”

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES (“COLLIERS INTERNATIONAL”) / DEMAND

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparent pro tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC provides Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to produce #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.

5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see: 200
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden lie
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRT0 882, the adjudicator is entitled to review the unredacted documents to determi
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purpose t
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental conditions
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground to r
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure of the
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the App
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provide the same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any such
Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occurred bet
noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that the SNIC
appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage public int
irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now per se
on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to exhaust all
is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing of sc
19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all contain
thereof) of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

Appendix

23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. - kindly forward to any interested persons in the same - wi

Kevin McLean <mcleansniclat@gmail.com>

 Attachr

to Kim.selke, Nicholas.Kendrew

July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the "Building" or "Office Tower")

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some of the

I will be brief to provide some background and context to the above document demand (the “**Document Demand**”). I confirm that I am not making any allegation arisen as a result of July 11, 2024 (see: *infra*).

I am the Applicant (also defined as “Appellant”) in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the “**Tribunal**”). Security National Insurance Company (“**TDGIC**”) was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which was SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the “**MVA**” or “**Accident**”).

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or things. TD record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts to obtain, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC's departure from the Bui

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most grate

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely on c have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontario, I am in the same. The aforementioned address is the address that I had for my "claims advisor" at SNIC for a lengthy period of time and then in the SNIC Response Insurance Company and Non-Party (albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at the same time those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the **re 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.

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”) h (“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 t 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 e

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Br**
National Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“Mc
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 (b
(North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #**: 035325790-3 (“TD Claim #3”); and **AABS File Number**: “23-015662/A

****emails may be sent with 'scheduled send'****

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and discharge with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International is the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or things subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown to r copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing but im and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SNIC and appears to have been the "lead tenant"), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have resolved that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building situated at mcNabb-street-markham-ontario) which is Crown Realty Partners. To ensure an even handed and objective approach, I confirm that I am now making effectively (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that the l

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a "lead tenant" at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor there un

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the contex

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribunal, request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive elen there may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document production or General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and around material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent of (most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am content particulars of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and taken counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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

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 the 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 the disclosure of 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 SAL 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.; **Under 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) ("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**

emails may be sent with 'scheduled send

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

7:45 F

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceedings is more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference to a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do so) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn that 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribunal has noted but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in so

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escrowed by Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ("application") or their website. I unfortunately have experience with the same from

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees at

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" as documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from v

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, M

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Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc.; **Under** 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) ("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** N
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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, M

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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response to all from TDGIC. I could Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a party: (a) Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought) delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF documents complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent but common.
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the Document Demand SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" has no regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively in the name of SNIC.
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the past.
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary (such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Markham fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of NY in that the Reg 664 award and costs have been on the production of documents.
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable obligations.
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Requirements**").
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative of the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer I am dealing with.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included management of the production of documents.
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as it do at this stage is continue to seek the truth by motions prior to the hearing proper.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; 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. 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

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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I have confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same will

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, Ont

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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, C

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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and send out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move exped

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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 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 #:** 03531 Proceeding")

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. Thai

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, Toror

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Serv 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. Kevi 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 #:** "SNIC Proceeding")

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On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing re along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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, Toi

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al)

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to be engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further notice.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide me with a copy of the records.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most contemporaneous act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Even if Mr. Nieuwland owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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 M5X 1C5)

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emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my motion for production of documents.

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the fax and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before bringing a motion, I am, out of an abundance of caution, the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her supervision of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful should you confirm a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deliver a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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 M5X 1C5)

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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, in this proceeding, waived its right to rely on any Confidential Information ("CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario) ("SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

“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 Fina 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** (“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); a (the “LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to TD

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant (Party (“TDGIC”): 034325790-03 (“Fictitious TD Claim Number” or “TD Claim #4”)

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of “principal-agency relationships

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I utili “blocked”. Please see “Appendix”. I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting of (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous govern

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: April 1 Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroying disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for my mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts the

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm

1. **2023 PIPEDA (see: February 2023) request of SNIC**: which was not complied with but required SNIC to retain all information until I exl
2. **January 15, 2024 PIPEDA request of SNIC**: again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountable indivi** various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to any and all holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures by each C and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to finalize June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to as that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that th company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I am) to a “singular” regarding a non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. N Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice And “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued document pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the v from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involving mys would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims services” that

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me in Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose every do power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in respect o of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functioning of

documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to any matter that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the party’s Affidavit of Documents that the documents it must disclose and produce are determined by their relevance to the issues pleaded, not by what may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine their claim: continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22. Where a party discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary affidavit disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Construction Inc.* document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of documents is a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 2023. Documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2, I have made a reasonable effort to have received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “purging”,

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC Proceeding “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 2023 removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized agent with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. P. that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023 March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the time that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that there November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by whom but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, or things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will be evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!

Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024

Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!

Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024

Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 W

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Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Monnex 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** 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: a 015662/AABS (the “LAT Proceeding” or “SNIC Proceeding”))

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues I reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TD disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes no
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and only
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the broad

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the sa provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on beha Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hours of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC, engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has bee production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" with matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of cou I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: The sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered. Ms. Jetté meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important adjournments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94054 (

2023 decision (see: <i>L. D. v Gore Mutual Insurance Company</i> , 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuw

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-party law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not have Group, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

[20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, it has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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

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emails may be sent with 'scheduled send

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in **Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things where **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see: *PIPEDA* response).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and obtain the

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or things that have been reviewed, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-party.

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier than now) have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding (the "Fictitious SABS Insurance Company") since as early as January 2023 and perhaps before that time regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix 1. I have also cited relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claims).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information. I am not aware of any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, I am not aware of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to the

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have been

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected the outcome when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (or TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented t Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in Ja February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Ni the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR o

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficiently TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices
Appendix

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 o 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 iss

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 moti

Appendix #2: The Old LAT Rules as of 2016

Attached.

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 Str

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emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regardir

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your positior cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrissette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, this

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along wit this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the document TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limit

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I) which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the

provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary oversight to the firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent law firm.

Thank you for your attention to this matter.

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 East, Suite 100, Scarborough, Ontario M1V 1K1

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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") to the production of PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" 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:** Meloch Insurance; **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; **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 Unit):** AABS File Number: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" or "TD") retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February 2023, I was assigned a new name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October 2022, I was assigned a new TD Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either 1 or 2.

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As noted in my submissions, I have never been assigned a new TD claim number.

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC was the insurer in the SNIC Proceeding, I am requesting that the Tribunal order TDGIC to file a Response in the SNIC Proceeding.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the SNIC Proceeding (as the insurer) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also denoted as "Non-Party"), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved with the SNIC Proceeding.

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (which is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent that the documents or things do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decision of the Tribunal.

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely on the written submissions for the COI motion (NOM #6 and NOM #9), and seek the relief therein. I may supplement this request but for the time being, it is the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was granted.

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank you for your attention to this matter.

Appendices

Appendix #1: Rule 9.2.2

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 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 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.

Appendix #2: Authentic TD Claim #

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

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious "exposure number" (04) with Fictitious Insurer and Fictitious Respondent: 035325

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 Kin

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for Third Parties (no waiver of confidentiality or privilege); this email may have been created using voice recognition software and the author reserves the right

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" his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insured Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this L

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloc **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 **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 Rep 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>

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.S <TDIADR@tdinsurance.com>, James.V.Russell@td.com, nathan.tischler@tdinsurance.com

September 10, 2024

Dear TDGIC:

Please find my 1st amended hearing record index for NOM #13 along with an e-receipt. I confirm as of today's date I have not received any documents or things that I den Warm regards,

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

On Tue, Jul 30, 2024 at 7:57 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 30, 2024

Dear TDGIC:

I write to confirm that we are still awaiting a date for the hearing of NOM #13. I will provide you with a copy of the same when it is received. I further confirm that TI Thank you for our attention to the matters herein.

Warm regards,

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

On Tue, Jul 23, 2024 at 12:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "VP Building")
Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Please find attached a copy of my email to the Tribunal (LAT Registrar and Mr. Grant) at appendix.

Kevin McLean

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com, Christiana
 <https://mail.google.com/mail/u/0/images/cleardot.gif>
July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous email "NOM #13 Hearing Brief").
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the need for a court order to the extent that I cannot, by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant address).
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or things sought in NOM #13. My argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of the letter.
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the SNIC Response:

101 McNabb Street, 2nd Floor
Markham, Ontario
L3B 4H8
(the "**McNabb Building**")

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "**VP Building**")
Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Warm regards,

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

On Thu, Jul 18, 2024 at 9:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "VP Building")
Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Kindly find attached the following:

1. My email of today's date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-015662/

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company ("TDGIC")
FSRAO Registration Number 353 ("TDGIC #353" or "FSRA #353")
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC's declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: "employed – not providing legal services"

Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: "Employed – practising law"

Ms. Klukowska of The TD Bank ("TD Bank") (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: "Employed – practising law"

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES ("COLLIERS INTERNATIONAL" DEMAND)

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparent tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC pro Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to produce #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation privilege, I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation privilege, I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13.
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see: 2024 FC 1000).
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden is on TDGIC.
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRTO 882, the adjudicator is entitled to review the unredacted documents to determine if the redaction is justified.
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purpose test.
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental conditions for the privilege to apply.
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground to resist production or disclosure.
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure of the documents.
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the Affidavit.
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provide the same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any such settlement has occurred. Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occurred. I noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that the SNIC appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage public interest irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now per se on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to exhaust all remedies as prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing of the scope.
19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all content thereof of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. - kindly forward to any interested persons in the same -

Kevin McLean <mcleansniclat@gmail.com>

 Attac

to Kim.selke, Nicholas.Kendrew

July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the “Building” or “Office Tower”)

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some of t

I will be brief to provide some background and context to the above document demand (the “**Document Demand**”). I confirm that I am not making any allegat arisen as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as “Appellant”) in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the “**Tribu** Company (“**TDGIC**”) was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which w SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the “**MVA**” or “**Accident**”).

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or things. I record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts to o that, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC’s departure from the B

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most gr

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely or have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontario al in the same. The aforementioned address is the address that I had for my "claims advisor" at SNIC for a lengthy period of time and then in the SNIC Resp Insurance Company and Non-Party albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at the : those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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 Str

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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") ("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 SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and vi

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **E** National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("N 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 (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662

emails may be sent with 'scheduled send'

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and disc with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International is t the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or thir subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown to copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing but i and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SNIC a appears to have been the "lead tenant"), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have resc that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building situated mcnabb-street-markham-ontario) which is Crown Realty Partners. To ensure an even handed and objective approach, I confirm that I am now making effective (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that the

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a "lead tenant" at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor there

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the cont

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribuna request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive eld there may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document production c General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and aro material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent o most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am con particulars of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and t
counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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, M

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 .
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 revi

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 co
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 S
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.; **Und**
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)
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 N**
emails may be sent with 'scheduled send

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

7:4

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of procee
the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: referer
a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he r
was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to
was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn
15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the l
but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in s

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be c
Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will ge
"forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same fr

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to i

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TD of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensee:

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TD "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDC March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around the TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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,

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Underwriter:** 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) (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 #:** 2023-07-09-001
**emails may be sent with 'scheduled send'

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,

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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I cannot expect Mr. Russell to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an expedited production of documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further submissions.
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for a Sole; (b) Joint; or (c) Constructive.

5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I thought) delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF document complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent but
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" has no regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively in
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in the
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary (such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC Main fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of *NY* in that the Reg 664 award and costs have been on the part
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasonable
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document Requirements**")
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative of the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer for
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, as against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included management
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour as to do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not see the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein. the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (or) held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear. Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheeky"
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purpose there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denoted with amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some Tribunal review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I note unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TDGIC
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Tribunal Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to be the underlying reason why the claimants in *Jia v* overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interest review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any decision herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only the
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.
31. Kindly govern yourselves in accordance with the law.

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

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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.) (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

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On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the Tribunal.

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence.

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #13. on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document" basis.

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full.

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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

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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I hereby confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same

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

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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

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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed and out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move exp
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

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC. TI

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

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emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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,

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Relevant particulars: : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex 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**: ("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 "LAT Proceeding" or "SNIC Proceeding")

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et al

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by operation of law to be engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further delay.

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly provide the records as soon as possible.

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the most contemporaneous act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Ever since, he owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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,

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. Any 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

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 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) "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. (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**: ("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 (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with my

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for the and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of an a the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her su of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful shc confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, delive I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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 W

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Fi 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** ("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, (the "LAT Proceeding" or "SNIC Proceeding")**

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to I

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4").

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relationshi

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I ut "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting c (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous gov

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file numb the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: Apri Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requireme

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destroy disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for m mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts I

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confir

1. 2023 *PIPEDA* (see: February 2023) request of SNIC: which was not complied with but required SNIC to retain all information until I c

- I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to final June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, Rule 16.01(2) that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I argue to be a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Morrisette in late June 2024 regarding NOM #8.

repeated and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decision-makers, the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice Amendment) is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings.

To confirm, the issue of the "As Per Nurse" non-compliant signature when measured against the requirements against the FSRA issued document pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly confirm pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proceeding) and record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland at the time, from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland became involved in any matters involving my vehicle (which would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from "E-claims services" that I received.

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds to me the Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

[illegible]

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not until August 2013. I have reviewed the documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a reasonable attempt to have received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at "purging" documents.

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in this SNIC “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC on June 11, 2013, is that the Tribunal removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Tribunal removed himself from Nieuwland's filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of authorized with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by way of motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference one Ms. [REDACTED] that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least September 2023, March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of good faith by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things that demonstrate (OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least the [REDACTED] that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is that the [REDACTED] November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC is holding [REDACTED] support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot award [REDACTED] and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of “penalty” to be applied and by whom [REDACTED] but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable, [REDACTED] things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back to me.

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then this will evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter herein regarding

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monn 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; **Insur 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 015662/AABS** (the "LAT Proceeding" or "SNIC Proceeding")
emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issue reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDG Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including TI disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes r
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and onl
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the bro

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the : provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on behalf of Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their hour of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC's engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and a camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has no production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. Of course, I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: "The test for relevance is a low threshold test. The materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low threshold test. Information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident."

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered. Ms. Jetté meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing relevance. (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are important to the case. Adjourning this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII 94054 (ON LAT)).

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case was adjourned. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties. The only decision I am aware of that determined the Tribunal does not hear motions for productions from non-parties is *Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing."

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties. The only decision I am aware of that determined the Tribunal does not hear motions for productions from non-parties is *Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing."

^[i][20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and the parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline ordered, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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, Suite 1000, Toronto, Ontario M5X 1C5

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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** 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: *In the Matter of* 015662/AABS (the "LAT Proceeding" or "SNIC Proceeding"))

emails may be sent with 'scheduled send

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records in **Insurance Company"**, and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things withheld under **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein (see

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and order for production.

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records or documents that may be relevant to the proceeding, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the Non-Party).

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps earlier), I will have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the SNIC Proceeding are the records of the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before that date regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix #2, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other TD Claims).

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information. I am seeking to know what roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, I am not seeking documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not limited to the production of documents.

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties") have been identified.

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected the outcome of the proceeding when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #2 (Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally or involuntarily.

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC.

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represented SNIC. The SNIC Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein in the SNIC Proceeding (February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of Mr. Nieuwland (as the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DOR for SNIC.

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficient for TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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 non-party with the 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 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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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 S

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for 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

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" PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer 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

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Mon 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, 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 Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points regarding

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your position cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat remains licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, then

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer between

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along with this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the documents TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time limit

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of this provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary confirmation that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an independent

Thank you for your attention to this matter.

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 S

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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" PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer 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

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Mon 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 L 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 Report AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC") retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in February name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in October Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of either

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS. As

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TDGIC #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in the regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 (also supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were involved with

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (who is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the extent do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or decision

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will rely along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, it is the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 was

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. Thank

Appendices

Appendix #1: Rule 9.2.2

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 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 issue

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

Appendix #2: Authentic TD Claim

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Respondent: 0353

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 K

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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 “Appell his PII, PHI, or SPI (“Confidential Information” or “CI”) that is inconsistent with any OCF documents that he signed and delivered exclusively to the “Insu Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Mel **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 **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 I and AABS File Number:** “23-015662/AABS (the “LAT Proceeding” or “SNIC Proceeding”)

****emails may be sent with 'scheduled send'*****

2 attachments

 **e_receipt_AR_NOM_13_Amended Index for Fax Number_Sept 10.pdf**
30K

 **AR_NOM_13_Amended Index for Fax Number_Sept 10.pdf**
235K

Kevin McLean <mcleansniclat@gmail.com>
To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa.S
James.V.Russell@td.com, nathan.tischler@tdinsurance.com

Dear TDGIC:

Please find my Costs Submissions and ereceipt attached for NOM #13. A revised index will follow. Thank you.
Warm regards,

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

On Tue, Sep 10, 2024 at 7:34 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
September 10, 2024

Dear TDGIC:

Please find my 1st amended hearing record index for NOM #13 along with an e-receipt. I confirm as of today’s date I have not received any documents or things that I d
Warm regards,

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

On Tue, Jul 30, 2024 at 7:57 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 30, 2024

Dear TDGIC:

I write to confirm that we are still awaiting a date for the hearing of NOM #13. I will provide you with a copy of the same when it is received. I further confirm that I
Thank you for our attention to the matters herein.

Warm regards,

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

On Tue, Jul 23, 2024 at 12:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“TDGIC”)
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Please find attached a copy of my email to the Tribunal (LAT Registrar and Mr. Grant) at appendix.

Appendix

Kevin McLean
to LATRegistrar, David, matthew.nieuwland@tdinsurance.com, Christiana
https://mail.google.com/mail/u/0/images/cleardot.gif
July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario
Licence Appeal Tribunal (“LAT” or “Tribunal”) (Automobile Accident Benefits Service) (“AABS”)
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous e “**NOM #13 Hearing Brief**”).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the extent that I cannot, by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant time).
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or things sought in NOM #13. My argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of this letter.
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 9:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Dear TDGIC:

Kindly find attached the following:

1. My email of today’s date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-01566

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company (“**TDGIC**”)
FSRAO Registration Number 353 (“**TDGIC #353**” or “**FSRA #353**”)
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC’s declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: “employed – not providing legal services”
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: “Employed – practising law”

Ms. Klukowska of The TD Bank (“**TD Bank**”) (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: “Employed – practising law”

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES (“COLLIERS INTERNATIONAL DEMAND

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparer tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC p Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to proc #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litige
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see:
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRT0 882, the adjudicator is entitled to review the unredacted documents to det
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purp
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental condi
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure c
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provid same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any s Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occurre noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that the SI appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage publi irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now per on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to exhaus is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing
19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all cor thereof) of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

Appendix

23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. - kindly forward to any interested persons in the same

Kevin McLean <mcleansniclat@gmail.com>



to Kim.selke, Nicholas.Kendrew
July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the "Building" or "Office Tower")

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some o

I will be brief to provide some background and context to the above document demand (the "**Document Demand**"). I confirm that I am not making any alleg arisen as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as "Appellant") in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the "**Tri** Company ("**TDGIC**") was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the "**MVA**" or "**Accident**").

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or things. record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts to that, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC's departure from the

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most g

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontar al in the same. The aforementioned address is the address that I had for my "claims advisor" at SNIC for a lengthy period of time and then in the SNIC Re Insurance Company and Non-Party albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at th those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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 S

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for tl from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the author reserves the ri

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 ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively SABS, in Security National Insurance Company (the "**SABS Insurer**" or "**SNIC**") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **National Insurance Company; Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (' **Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse"); **Date of Loss:** August 31, 2022 ("DOL"); **Location of Loss:** Spadina Roa (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-01566

emails may be sent with 'scheduled send'

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and di with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International is the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or th subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing bu and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SNIC appears to have been the "lead tenant"), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have re that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building situa mcnabb-street-markham-ontario) which is Crown Realty Partners. To ensure an even handed and objective approach, I confirm that I am now making effecti (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that t

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a "lead tenant" at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor ther

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the co

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribu request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive there may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document productio General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and a material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am c particulars of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal and counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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,

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Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc.; **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., CIA 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 **AABS File**
emails may be sent with 'scheduled send'

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>
to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

7

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceedings is more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference to a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not authorized to) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the error was but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will find a "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and I share of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value as Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC as "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC's March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023).

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around the time of TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" as documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from when it was not.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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

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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

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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC. I Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an exped documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further s
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test for Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I tho delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF docum complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalent t
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand.
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with the SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" has i regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusively
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in t
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Benefi such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC M fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of NY in that the Reg 664 award and costs have been on the
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasona
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Document**

15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer.
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against SNIC being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now, against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included mar
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication herein the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents (if held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resource.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "cheer
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purpose there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denoted amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some T review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TD
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsider a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to be the underlying reason why the claimants in *Jia* overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interest review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any of herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.
31. Kindly govern yourselves in accordance with the law.

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, Ont

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On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the T

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspondence

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privilege documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM #1 on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for document

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in full. I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it cannot act in utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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, ON M5X 1C5)

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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC. I confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the same is being provided to the LSO.

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, ON M5X 1C5)

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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, ON M5X 1C5)

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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed at out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move c
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, To

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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. (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. K
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 #:** 1
Proceeding")

emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC.

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, '

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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

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 r
("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario
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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.
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 Cla**
"SNIC Proceeding")

emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearin
along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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 Wes

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex I
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 Perso**
("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);** ;
"LAT Proceeding" or "SNIC Proceeding")

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130
Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA et

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by op engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without furth

For ease of record keeping as you would know with TDGIC's file, which should not have taken more than some 9 days to provide, kindly pl

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the m contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. Ev owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of l of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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 W

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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 SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* "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. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile:** BMW 3 Series Xi Drive 2019; **Insured Pers** ("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 # (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with 1

In being objective and for record keeping purposes, I have also included at "Appendix" a copy of the covering letter (by way of copy and paste) for 1 and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my "Spam Folder" and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out of as the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her : of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful s confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, deli I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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

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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 reserved the right to introduce evidence (including but not limited to: (i) "Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* ("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. (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** ("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* (the "LAT Proceeding" or "SNIC Proceeding"))

emails may be sent with 'scheduled send

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant Party ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4")

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agency relations

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that I am not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) granting access to documents or things; (ii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previous good

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number and the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: *Ag Motion*) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements of the *PIPEDA* Act.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not destruction of documents or things disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for the Tribunal. I mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts my position, I will bring a motion to set aside the motion.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence that I can. Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To confirm

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until January 15, 2024
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable in various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant PIPEDA response with access to any and all documents or things held, collected, accessed, used and/or disclosed. In relation to the "accounting requirement" for "third party disclosures by each organization, I intend to obtain the same by exhausting any and all avenues.**

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to file a complaint with the OPCC by June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to introduce evidence in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remains that TDGIC is a "company" in "TDGIC" albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (which I refer to as a "singular" regarding an non-capitalized "response" when there multiple responses to motions, but not the Appeal, by TDGIC (signed by Mr. Morissette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with decisions, the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Practice which states that "hearing proper" is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pleadings

To confirm, the issue of the "As Per A. Nurse" non-compliant signature when measured against the requirements against the FSRA issued documents, is an issue regarding whether I was out of the MIG and by when. I kindly confirm that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

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 Str

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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; **Incident Date:** 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) (015662/AABS** (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the issues in this proceeding and reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that TDGIC has possession, custody, or control of the documents or things, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including documents or things that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wishes to object.
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and as required.
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the burden of proof is on me.

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for the production of the documents or things) provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign on the "Non-Parties" matter.

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their handling of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TDGIC's engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licensee and a third party, the "camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege has been waived for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Parties" matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC. I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monnex*: sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance was the same. The materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a low information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident.

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered. Ms. Jetté meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of establishing relevance (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are impeding the proceedings. This has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII 940).

2023 decision (see: L. D. v. Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[i] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the case was adjourned. Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr. Nieuwland was not retained.

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from non-parties. The law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does not hear motions for productions from non-parties is Group, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing.

^[i] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or response, and the other party cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline, the requesting party has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the documents.

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 East, Suite 100, Toronto, Ontario M5G 1C5

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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; **Incident Date:** 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):** 015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGENT

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records of the **Insurance Company**), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. Nieuwland was not retained, I am filing this motion with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, I am requesting email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relevant to the proceedings.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things within the **Fictitious TD Claim Number** (which was identified in a **PIPEDA** response on behalf of the Fictitious Respondent (TDGIC) therein (see: TDGIC, 2023 CanLII 12345 (ON LAT)).

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spring 2023.

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion and the necessary pleadings.

TDGIC and any authorized agents for **TDGIC** (and any other unknown non-parties) are required to preserve any and all records concerning the proceedings, and/or appeals have been exhausted by the parties (myself, **SNIC**, and any non-party (**TDGIC**) or authorized agents for the parties).

To the extent that I do not receive access to any or all of the requested records involving **TDGIC** from a time known to it (perhaps even before the proceedings), I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for **SNIC** until June 28, 2024, all of the records of his representation for **TDGIC** in the proceedings of the **Fictitious SABS insurance company ("Fictitious SABS Insurance Company")** since as early as January 2023 and perhaps before that date regarding **SNIC**.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix 1. I am, of course, citing relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of **TDGIC's** involvement in the TD Claim #3 (and other TD Claims) and the proceedings.

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my infor roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. Howe of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not li

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties")

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affect when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I aga

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim # Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitionally

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGI

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and represent Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein ir February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of M the same" [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed DC

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficien TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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 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 th

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 n

Appendix #2: The Old LAT Rules as of 2016

Attached.

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 Kin

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended fo Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the author reserves the right to cor

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appella PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insu Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this L

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche A 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 20 August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Colli Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points reg;

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your pos cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat rerr licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC, I

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer bet

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (along this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the docur TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all time I

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better tha which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end o provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessar firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an inde

Thank you for your attention to this matter.

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 K

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended , Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the author reserves the right to c

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appell PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Ins Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** M. 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 X 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 Rep AABS File Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGIC" retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in Feb name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in Oct Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of eit

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SABS

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that TI #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved in regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (also supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involved

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (w is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the exte do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or de

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I will along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being, i the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 w

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear. TI

9.2.2 ORDERS FOR NON-PARTY PRODUCTIONS

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.

TD Insurance Claim Number 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: 03

(e): **MCLEANSNICLAT@GMAIL.COM**; (p): 647.513.1270; and (address for service for TD Claim #3 and SNIC Proceeding (see: Appeal): 410-775

Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: A **Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse”); **Insured Automobile**: BMW 3 Ser. **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) and **AABS File Number**: “23-015662/AABS (the “LAT Proceeding” or “SNIC Proceeding”)

****emails may be sent with 'scheduled send'****

I will, of course, be providing TDHA with an authorization for it to solely deposit what is outstanding to me by way of electronic deposit. I shall follow the Payments Cana

Finally, considering that the entirety of all of my personal information is gone considering that no insurance company in the TDI Group (while presuming TD Life Insurance records to rely upon and make education decisions. That being said, I am willing to work with the First Insurer in this regard. However, it will be required to make any attempt, course, by SNIC allowing TDGIC to participate in its stead in this LAT Proceeding was conclusive evidence that SNIC was not the First Insurer. Thankfully, TDHA slipped Spam Fax. You can also be assured that I have had the "back channels" investigated on the New Brunswick side of the ledger to confirm the same and I may swear that even

This now puts me in the position I should have been some months ago to be on standby for my much awaited ADRS surgery outside of Canada. I am going to politely confirm a potential reply is required and can plan accordingly.

Kindly also provide TDGIC's current fax number as well. I will have a letter to the Tribunal regarding the same. Have a great evening everyone! Thank you.

Warm regards,

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

On Tue, Sep 10, 2024 at 5:25 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find my Costs Submissions and e-receipt attached for NOM #13. A revised index will follow. Thank you.

Warm regards,

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

On Tue, Sep 10, 2024 at 7:34 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

September 10, 2024

Dear TDGIC:

Please find my 1st amended hearing record index for NOM #13 along with an e-receipt. I confirm as of today's date I have not received any documents or things that I

Warm regards,

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

On Tue, Jul 30, 2024 at 7:57 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 30, 2024

Dear TDGIC:

I write to confirm that we are still awaiting a date for the hearing of NOM #13. I will provide you with a copy of the same when it is received. I further confirm that I

Warm regards,

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

On Tue, Jul 23, 2024 at 12:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")
Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "VP Building")
Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Please find attached a copy of my email to the Tribunal (LAT Registrar and Mr. Grant) at appendix.

Appendix

Kevin McLean

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

- VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario
Licence Appeal Tribunal (“LAT” or “Tribunal”) (Automobile Accident Benefits Service) (“AABS”)
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous “**NOM #13 Hearing Brief**”).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without extent that I cannot, by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the rel
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents o argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy o
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor
Markham, Ontario
L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC** Markham)

FAX: 905-315-1074 (**SNIC** Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsuranc)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue
North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 9:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)
Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Dear TDGIC:

Kindly find attached the following:

1. My email of today’s date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-0150

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company (“**TDGIC**”)
FSRAO Registration Number 353 (“**TDGIC #353**” or “**FSRA #353**”)
Listed address in the SNIC Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein SNIC Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC’s declared (and non-withdrawn) representative as of January 30, 2024 in this SNIC Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com
Fax: 1 416 599 7439

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: “employed – not providing legal services”
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: “Employed – practising law”

Ms. Klukowska of The TD Bank (“TD Bank”) (see: adriana.klukowska@tdinsurance.com)

Title: L1 licensee
Status: "Employed – practising law"

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES ("COLLIERS INTERNATIONAL/ DEMAND)

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the apparent tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDGIC Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to produce #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 2024.
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation privilege, I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on litigation privilege, I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13.
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (see *ADESA Corp v. TDGIC*, 2023 FC 100).
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This burden is on TDGIC.
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRTD 882, the adjudicator is entitled to review the unredacted documents to determine if the redaction is justified.
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant purpose test.
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental concepts of the privilege.
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a ground to resist production or disclosure.
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosure of the requested documents.
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded in the Notice of Motion.
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also provide the same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that any settlement has occurred, while there is no dispute between I and TDGIC, and no litigation between us in the form of any contemplated or intended litigation, I anticipate that the appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage public interest irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now for a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to the public which is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrowing of the scope of the demand.
19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all content of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

Appendix

Kevin McLean <mcleansniclat@gmail.com>



to Kim.selke, Nicholas.Kendrew

July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the "Building" or "Office Tower

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of some

I will be brief to provide some background and context to the above document demand (the "**Document Demand**"). I confirm that I am not making any all arisen as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as "Appellant") in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the "Tribunal"). TDGIC ("TDGIC") was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (which SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the "MVA" or "Accident")).

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or thing record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable efforts that, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC's departure from the

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be most

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to rely have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, Ontario in the same. The aforementioned address is the address that I had for my "claims advisor" at SNIC for a lengthy period of time and then in the SNIC Insurance Company and Non-Party albeit under the pretense of one for some unfortunate duration) was, by representation of the security for the Building, at those lands and building located therein.

Finally, if this is a matter for the owners, landlords, et al of the Building, kindly forward my email to them with me copied.

I thank you for receiving this Document Demand, and I will likely further particularize the Document Demand but this will suffice for now.

Wishing you well over the weekend!

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the author reserves the

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "Appellee" ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusive

SABS, in Security National Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, an

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) **Person/Appellant:** Mr. Kevin A. McLean (B.A., J.D., CIM) (“Artopoulos Spouse”); **Date of Loss:** August 31, 2022 (“DOL”); **Location of Loss:** Spadina Rd (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 (“TD Claim #3”); and **AABS File Number:** “23-015

emails may be sent with 'scheduled send'

One attachment • Scanned by Gmail

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

I write again regarding the above. I thank you again for the indulgence of this Saturday evening email but again in the spirit of compliance with the law and with an emphasis on Rule 9.2.2.

I have found the recent hyperlink: <https://truenorthreit.com/property/3650-victoria-park-avenue-toronto-ontario> that indicates that Colliers International the property manager in Colliers International regarding my Document Demand.

In my view, I think it would behoove us to know all of the various non-parties that would be able to disclose or produce (even if creation of the documents or subject to my further particularization of the Document Demand or documents that may be relevant to the issues in the SNIC Proceeding which are unknown copied to this email thread and/or by separate email with contact information.

Again, I will do my best with respect to due diligence and may amend, bolster, supplement or expand the scope of the initial Document Demand.

Lastly, as a Vancouverite (born and raised), I have had an immense amount of friends and contacts at the Vancouver office over the years so I have nothing I and somewhat regrettably, by pure happenstance, having to make a Document Demand upon a non-party. Of course, should all matters settle between SN appears to have been the “lead tenant”), I will promptly notify you. Unless I do, kindly presume that this Document Demand will remain extant until we have that all documents or things that may be relevant to the above Document Demand are preserved until I have exhausted all avenues of recourse.

Thank you kindly.

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

Dear Sirs/Mesdames:

This shall be my last email until I hear from you or a reasonable time has passed. I believe I have found the property manager of the land and building sit mcnabb-street-markham-ontario) which is Crown Realty Partners. To ensure an even handed and objective approach, I confirm that I am now making effect (i.e. from when TD General Insurance Company became a tenant, sub-tenant or occupier of the building at 101 McNabb Street, Markham, Ontario). I note that

1. The Toronto-Dominion Bank; and
2. General Motors.

It is unclear if there is currently a “lead tenant” at the building situated at 3650 Victoria Park Avenue, North York, Toronto, but that is likely neither here nor there

I will, of course, not crisscross any individual names (out of respect for privacy of individuals) between the document demands but nonetheless reference the content

I will say, parenthetically, if my document demand is not complied with by way of an agreement on production and disclosure without intervention of the Tribunal request for personal information. Of course, "personal information" has been interpreted by the OPCC, FCC and FCA to have a broad, liberal and purposive there may be overlap.

In my view, piecemeal disclosure is often the best route so we can narrow the scope on what is and what is not contentious in terms of document production. General Insurance Company ceased being a tenant with exact dates (as opposed to what the security at the Building informed me of i.e. more than a year and material to the issues in the SNIC Proceeding.

Should you need copies of any pleadings, affidavit material, motions, submissions or orders (i.e. material in the "record of proceeding") to determine the extent most pleased to provide you with the same for the sole purposes herein.

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am particular of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal or counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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

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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 provide any “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 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., 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) (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 1**

emails may be sent with 'scheduled send

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today’s date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceedings is more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: record of proceedings a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that TDGIC was not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not authorized) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS’s filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to I 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where but this was simply not a “document” or “document package” as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged

As it is common knowledge, it is approximately 27 km’s from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of that is that even though you will “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (‘application’) or their website. I unfortunately have experience with the same

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘affiliations’ between license

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (I

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);

2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, Ont

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Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc 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., 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 **AAB**.
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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, Ont

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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDGIC Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an exp documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make further
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal test f Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I th delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF docu complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevalen
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demand
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with t SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an “appropriate Ontario health practitioner” ha: regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclusive

9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken in
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Beneficiary Bank Account (such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNIC fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of *NY* in that the Reg 664 award and costs have been on the
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reasons
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Documents**")
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a representative of the Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the lawyer
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs against the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is now against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included my
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a favour at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did not receive the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetuity.
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential information. I need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication hereafter within the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documents were held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable resources.
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently clear regarding the Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "challenged"
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the purpose of the Tribunal. There was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so denote amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are some documents (review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all documents deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regard, I remain unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted by TDGIC.
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Reconsideration of a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "The Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to be the underlying reason why the claimants in *U* overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts of interest in review or an appeal.
29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to any of the herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not only me but also from the Tribunal.
30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.
31. Kindly govern yourselves in accordance with the law.

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, ON M5X 1C5

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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, waive any rights in fact and at law to any confidential information ("CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "Insurer" (see: *Insurance Act* (Ontario)), whom he is suing ("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. (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) (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")

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On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to the

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspond

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation privi documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NOM ; on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for docume

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted in

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it car utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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

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emails may be sent with 'scheduled send'

On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDGIC confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the s

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, Toron

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financia 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 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 #:** 0 Proceeding")

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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, Toi

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emails may be sent with 'scheduled send

On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now completed out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to move

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,

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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. 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 #** Proceeding")

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On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC

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,

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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. 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 #** "SNIC Proceeding")

emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule "A" for NOM #13. I will serve you with a copy of the hearing along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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,

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

TO:

TD General Insurance Company
FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LSA

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by or engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without further delay.

For ease of record keeping as you would know with TDGIC’s file, which should not have taken more than some 9 days to provide, kindly

I confirm that as of today’s date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is the contemporaneous act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time. It owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of loyalty to whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex 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:** (“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* “LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed with the production of documents.

In being objective and for record keeping purposes, I have also included at “Appendix” a copy of the covering letter (by way of copy and paste) from TDGIC and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my “Spam Folder” and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before bringing a motion, I am, out of the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with her role as TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grateful for confirmation of a timeline in this regard. If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, do so. I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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 M5X 1C5

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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:** Kevin A. McLean ("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):** (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times known to me

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Appellant ("TDGIC"): 034325790-03 ("Fictitious TD Claim Number" or "TD Claim #4").

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of "principal-agent relationship")

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm that the faxes were not "blocked". Please see "Appendix". I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) grant of a subpoena; (ii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the **UDAP Rule** which dovetails with the previous

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file number for the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see: *PIPEDA* Motion) approved by Mr. Nieuwland of "TDI Legal", acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requirements of the *PIPEDA* Act.

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced for the Tribunal. I mistakenly noted that the TDIADR email does not send "outgoing emails".

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contradicts my previous statements, I will bring a motion.

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any evidence I can. Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. To correct the record, I am providing the following:

1. **2023 PIPEDA (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information until the end of the year.
2. **January 15, 2024 PIPEDA request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request; and
3. **April 4, 2024 PIPEDA request of multiple organizations to "TD Privacy" and Ms. Stubbington (the designed accountable officer):** to provide me with a compliant *PIPEDA* response with access to any and all records that the organizations holds or has held, collected, accessed, used and/or disclosed. In relation to the "accounting requirement" for "third party disclosures by the organization", I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington to provide a response by June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the right to do so in that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter alia*, the *PIPEDA* Act that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!
Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024
Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 S

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Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceedi

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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; .
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**
015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 4, 2024

FSRA Registration Number 353
Mailing address:
3650 Victoria Park Avenue,
North York, Toronto,
Ontario, M2H 3P7
Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the is
reiterate and rely upon all of my affidavit evidence that directly condescends upon particulars as to when I believe, under oath, that T
Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, includin
disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).
4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC wist
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested and
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm the

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for
provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s)).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign or
Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and their
of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to TI
engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a license
camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege h
production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Partie
matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC.
I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monne* sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a legal information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motor vehicle accident.

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered. Ms. Jetté meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are im-

adjoinments this has been the practice that has been adopted (see: *M.S. v. Desjardins General Insurance Group*, 2019 CanLII 94-

2023 decision (see: *L. D. v Gore Mutual Insurance Company*, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, the Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. Mr.

At paragraph 21, Adj. Neislon found, “[21] The applicant submitted that the Tribunal will not hear motions for productions from law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal does *Group*, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hearing

[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or respond parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline oral has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain the

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 Kin

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****emails may be sent with 'scheduled send'****

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URGE

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant records of the Plaintiff's (**Insurance Company**"), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that Mr. [REDACTED] with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance Company, the Commission requested the following documents or things from the Non-SABS Insurance Company (March 2023 and April 2023). The requested documents are highly relevant to the Commission's investigation into the alleged fraud.

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or things **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) therein

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in Spri

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion at

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all records review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for the

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhaps I have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in the Fictitious SABS insurance company ("**Fictitious SABS Insurance Company**") since as early as January 2023 and perhaps before regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to Appendix 2, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC's involvement in the TD Claim #3 (and other

I may supplement this letter with particulars of what I am seeking with respect to TDGIC's collection, use and disclosure of my information roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. However, of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but not

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as "parties

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have affected when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I am

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitional

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to TDGIC

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and representation Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent herein February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations of the same" (sic)) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filed C

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is sufficient TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

Appendices

Appendix

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 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

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

Appendix #2: The Old LAT Rules as of 2016

Attached.

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 K

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emails may be sent with 'scheduled send'*

On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points re

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if your p cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrisette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat re licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SNIC

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer b

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (al this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the doc TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all tim

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better tl which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessa firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an inc

Thank you for your attention to this matter.

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intende Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the author reserves the right t

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean ("Claimant" or "App PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed and delivered exclusively to the "I Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involving t

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: **Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automobile**: BMW 3 Serie 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 R AABS File Number**: "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'*

On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company ("TDGI retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in Fe name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in C Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number of c

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to SAE

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal that #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved i regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the "Non-Party"), TD Claim #4 (a supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the "Individual Non-Parties") who were involve

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties (is all in "one file", kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the ex do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct or ,

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I w along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time being

the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM #8 I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clear.

Appendices

Appendix #1: Rule 9.2.2

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 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 i

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

Appendix #2: Authentic TD Claim #

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim #

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Respondent: (

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): 410-7

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and in Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the author reserves ti

Reservation of rights in fact and at law: out of an abundance of caution, and consistent with previous objections by Mr. McLean (“Claimant” or “A his PII, PHI, or SPI (“Confidential Information” or “CI”) that is inconsistent with any OCF documents that he signed and delivered exclusively to the Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (416.774.3120) and SNIC Burlington, and via email involvin

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker. Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse”); **Insured Automobile:** BMW 3 S **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 1 and AABS File Number:** “23-015662/AABS (the “LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send'

2 attachments

 **AR_NOM_13_Amended Index for Fax Number_Sept 10.pdf**
241K

 **AR_NOM_13_Tab 35 and 36_merged_pagenumber.pdf**
2038K

Kevin McLean <mcleansniclat@gmail.com>
To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, Arfa. S James.V.Russell@td.com, nathan.tischler@tdinsurance.com

Dear TDGIC:

Please find attached the COS and e-receipt attached herein. I will notify the Tribunal that NOM #13 and the costs submissions are ready to be heard and decided. I confirm document demands made upon it since June 2024.

Warm regards,

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

On Tue, Sep 10, 2024 at 9:28 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find attached a copy of the 2nd Amended Index for NOM #13 which now includes tabs 35 and 36 which are the Costs Submissions and Affidavit #34. Both of the LAT Rules. While TDGIC was served via courier on July 11, 2024, I now require TDGIC current address for purposes of the Tribunal. Kindly provide the same by 11:00 am on July 12, 2024. I confirm at the Material Time (see: definition) that TDGIC's fax was 416.774.3629 which was the grounded and wired landline at the 9th floor of the Victoria Park Building, 100 Victoria Park Avenue, Toronto, Ontario M2H 3B7, Canada. I also grounded and wired landline on the 4th floor of the VP Building. As noted, SNIC had relocated (like I learned TDGIC had some time prior to July 11, 2024) from 100 Victoria Park Avenue to 1000 Sheppard Avenue East, Suite 200, Scarborough, Ontario M1S 1T5. Moreover, I did not learn of the same of TDGIC until January 2024. I only learned in August 2024 that it was likely that TDHA was the First Insurer based on the aforementioned.

As noted in the NOM #13 Hearing Record, TDGIC is required to produce and disclose all relevant documents or things to me for my possession and potential reliance which the public and independent evidence confirms without a doubt, then that, in turn, means that TDHA has never refused any benefits to me. There is only one prov timeline (often 10 business days) and that is CAT Impairment. As noted in the case law, being declared CAT Impaired by the First Insurer and/or by a Tribunal is not a b

In effect, there is nothing left to dispute but SNIC's costs in this LAT Proceeding and TDHA's potential of paying a Reg 664 award in relation to each and every be tomorrow, then I will proceed and continue to seek costs of each and every unnecessary step that I have been required to take in this LAT Proceeding. Moreover, upon and every upcoming motion (where applicable).

I can also advise you, as a courtesy, that I am now in possession of documents that demonstrate that the Tribunal was misled about the name of the sole respondent prior

As I have confirmed with each and every service provider, I will seek the Reg 664 benefits on any and all amounts that have not been approved. I, of course, cannot dis matter between the First Insurer and SNIC to the extent that SNIC, in fact and at law, paid the amounts to my Beneficiary Bank Account.

I will, of course, be providing TDHA with an authorization for it to solely deposit what is outstanding to me by way of electronic deposit. I shall follow the Payments Ca

Finally, considering that the entirety of all of my personal information is gone considering that no insurance company in the TDI Group (while presuming TD Life Insurance) records to rely upon and make education decisions. That being said, I am willing to work with the First Insurer in this regard. However, it will be required to make any course, by SNIC allowing TDGIC to participate in its stead in this LAT Proceeding was conclusive evidence that SNIC was not the First Insurer. Thankfully, TDHA slip Spam Fax. You can also be assured that I have had the “back channels” investigated on the New Brunswick side of the ledger to confirm the same and I may swear that I

This now puts me in the position I should have been some months ago to be on standby for my much awaited ADRS surgery outside of Canada. I am going to politely potential reply is required and can plan accordingly.

Kindly also provide TDGIC's current fax number as well. I will have a letter to the Tribunal regarding the same. Have a great evening everyone! Thank you.

Warm regards,

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

On Tue, Sep 10, 2024 at 5:25 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find my Costs Submissions and ereceipt attached for NOM #13. A revised index will follow. Thank you.

Warm regards,

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

On Tue, Sep 10, 2024 at 7:34 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

September 10, 2024

Dear TDGIC:

Please find my 1st amended hearing record index for NOM #13 along with an e-receipt. I confirm as of today's date I have not received any documents or things that

Warm regards,

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

On Tue, Jul 30, 2024 at 7:57 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 30, 2024

Dear TDGIC:

I write to confirm that we are still awaiting a date for the hearing of NOM #13. I will provide you with a copy of the same when it is received. I further confirm to you that we are still awaiting a date for the hearing of NOM #13. Thank you for our attention to the matters herein.

Warm regards,

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

On Tue, Jul 23, 2024 at 12:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)
Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Dear TDGIC:

Please find attached a copy of my email to the Tribunal (LAT Registrar and Mr. Grant) at appendix.

Appendix

Kevin McLean

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous "**NOM #13 Hearing Brief**").
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without extent that I cannot, by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the time of the hearing).
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents and the argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of this letter.
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario
M2H 3B2
(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 9:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 18, 2024

TO:

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)
Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the “VP Building”)
Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Dear TDGIC:

Kindly find attached the following:

1. My email of today’s date regarding the matter therein; and
2. E-receipt with the Tribunal.

To the extent you produce or disclose documents or things on your own volition, kindly do so under this thread herein whilst citing the LAT file number 23-01

Thank you for your attention to this matter.

Yours truly,

/KAM

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

On Sun, Jul 14, 2024 at 10:27 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 14, 2024

Exclusively for the purposes herein

Via email

TO:

TD General Insurance Company (“**TDGIC**”)
FSRAO Registration Number 353 (“**TDGIC #353**” or “**FSRA #353**”)
Listed address in the **SNIC** Proceeding:
3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2

Email (in this herein **SNIC** Proceeding): tdiadr@tdinsurance.com
Fax: (416) 545-6130

AND TO:

Chief Agent for TDGIC
Mr. James Russell
Email: james.russell@tdinsurance.com

AND TO:

TDGIC’s declared (and non-withdrawn) representative as of January 30, 2024 in this **SNIC** Proceeding
Mr. Matthew Nieuwland
Title: L1 licensee
Business name: TD Insurance Staff Legal
66 Wellington St W, Toronto, Ontario, M5K 1A2
Phone: 1 905 201 4092
Email: matthew.nieuwland@tdinsurance.com

AND TO:

Ms. Michelle Moraes
(the purported legal assistant of Mr. Nieuwland from January 30, 2024 to early April 2023)
Title: P1 license
Status: "employed – not providing legal services"
Business name: TD Insurance Staff Legal
Address: 66 Wellington St W, Toronto, Ontario, M5K 1A2
Email: michelle.moraes@tdinsurance.com

AND TO:

The supervising lawyers for Ms. Moraes
Ms. Saeed of TDISL (see: arfa.saeed@tdinsurance.com)
Title: L1 licensee
Employed: "Employed – practising law"

Ms. Klukowska of The TD Bank ("TD Bank") (see: adriana.klukowska@tdinsurance.com)
Title: L1 licensee
Status: "Employed – practising law"

AND TO:

Managing counsel at TD Insurance Staff Legal
Mr. Nathan Tischler, K.C.
Email: nathan.tischler@tdinsurance.com

RE: CONFIRMATION OF DOCUMENT DEMAND MADE UPON COLLIERS INTERNATIONAL AND AFFILIATES ("COLLIERS INTERNATIONAL DEMAND")

Dear Sirs/Mesdames

1. As you are aware, I filed a Notice of Motion (#13) with TDGIC, and subsequently made a document demand upon Colliers International, the app tenant.
2. While I presume TDGIC has copies of the requested documents, I made the Colliers Document Demand out of an abundance of caution. If TDG Colliers International confirms the same, I will formally withdraw my Colliers Document Demand.
3. Although my NOM #13 covers most, if not all, of the Colliers Document Demand, there may be instances where TDGIC is unable or unwilling to #13, I may bring a motion to have the Colliers Document Demand heard at the same time.
4. It is important to note that TDGIC has not produced or disclosed any documents since my TDGIC Document Demand was made on June 25, 20
5. I will be relying on various case laws under section 5.4(1) of the *SPPA* and LAT Rule 9.2.2 for the purposes of my NOM #13. If TDGIC relies on
6. I also note that "confidentiality" is not a legal ground to resist production or disclosure by a party or non-party, as per the case of *ADESA Corp* (s
7. If TDGIC relies on solicitor-client privilege, I am entitled to a list of any and all documents that briefly describe the nature of the privilege. This bu
8. Regarding redacted documents, as per *Xu v. City of Toronto*, 2023 HRT0 882, the adjudicator is entitled to review the unredacted documents to
9. If TDGIC relies on litigation privilege, it must provide evidence of the contemplated litigation at the time against TDGIC and meet the dominant p
10. I also note that some cases have addressed the privilege denoted in *Slavutych v. Baker et al*, 1975 CanLII 5 (SCC) and the four fundamental co
11. Without delving much into the Wigmore criteria and interpretative case law, it would seem that anything marked as "confidential" will not be a gr
12. I provide this letter to ensure that my positions are drawn to your attention, and to use the Tribunal's resources constructively and respectfully.
13. Please provide me with TDGIC's address at the McNabb Building (SNIC Markham) for any future service of hard copy documents.
14. I reserve the right to rely upon this correspondence in the event that TDGIC does not make open, accurate, and complete production or disclosu
15. I reiterate the urgency of my document demand for any and all emails from the TDIADR Email Account that are relevant to the issues pleaded ir
16. I also reiterate my document demand for the **Spam Faxes** (as defined) and whether TDGIC had any role in sending those faxes. Please also pr same. As Mr. Nieuwland has represented that TDGIC and SNIC were one and the same, this now cuts both ways.
17. If there is a full and final settlement between SNIC and I, pursuant to section 9.1 of Reg 664, I will provide notice to TDGIC. I highly doubt that a Kindly presume that unless you have written correspondence from me, which I have signed, confirming a settlement that no such settlement has occu noted, while there is no dispute between I and TDGIC, and no lis between us in the form of any contemplated or intended litigation, I anticipate that th appeal and likely end up in further appeals (ONCA and SCC). I provide that opinion based on the history herein and the novel issues, which engage p irrespective of the outcome herein. I can confirm that I have, without any waiver of privilege, multiple firms that do not wish to come on the record now on a pro bono basis. As such, I must ensure that that record is fulsome and robust in order for that to occur but also I must discharge my duties to ext is prioritized over the former.
18. Should TDGIC wish to provide any documents for my review, kindly do so under this thread and we can jointly advise the Tribunal of any narrow

19. Please find the Colliers Document Demand attached in the Appendix.
20. Should anything in the above correspondence or below correspondence be unclear, kindly advise me forthwith. Otherwise, I will presume that all thereof of TDGIC to disclose or produce the requested documents or things.
21. Thank you for your attention to this matter.

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

Appendix

23-015662/AABS – request for non-party documents or things – formal demand – under LAT Rule 9.2.2. - kindly forward to any interested persons in the s

Kevin McLean <mcleansniclat@gmail.com>

to Kim.selke, Nicholas.Kendrew

July 13, 2024

Private and Confidential

Exclusively for the purpose of a proceeding before the Tribunal

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

VIA Email

To:

Colliers International and its affiliates (see: Colliers website for reference regarding nomenclature)

Kind attention:

The listing agents or brokers for the buildings and lands situated at 3650 Victoria Park Avenue, North York, Toronto, Ontario (the “Building” or “Office Tow

Kim.selke@colliers.com

Nicholas.Kendrew@colliers.com

Re: 23-015662/AABS – request for non-party documents or things – formal demand – with thanks

Dear Sirs/Mesdames:

I write regarding the above. It is a pleasure to meet you both albeit remotely. I apologize for the weekend email but this is an urgent request as a result of sor

I will be brief to provide some background and context to the above document demand (the “**Document Demand**”). I confirm that I am not making any
arisen as a result of July 11, 2024 (see: infra).

I am the Applicant (also defined as “Appellant”) in a proceeding with Security National Insurance Company before the Licence Appeal Tribunal (the “**Company** (“**TDGIC**”) was pretending or masquerading to be the respondent in the SNIC Proceeding. By order of the Tribunal in relation to my motion (w/ SNIC was my only insurer in my insurance policy relating to my no-fault accident on August 31, 2022 (the “**MVA**” or “**Accident**”).

Thereafter, I made a demand upon TDGIC, in its capacity as a non-party to the SNIC Proceeding and a non-SABS insurance company, for documents or thi
record upon TDGIC to its listed address in the SNIC Proceeding which is noted above.

What I learned thereafter is more easily explained by the attached certificate of service. In order to confirm the same and/or discharge my reasonable effort
that, inter alia, evidence when TDGIC was a tenant or subtenant in the Building.

While I appreciate the efforts and explanation of the security or concierge at the Building, he was a little fuzzy on the exact time of TDGIC’s departure from

If you would be kind enough to provide the exact time and date TDGIC departed from the Building which was either later 2022 or early 2023, I would be m

I will be seeking copies of any documents that evidence any lease agreements, sub-lease agreements et al. I appreciate that Colliers will likely attempt to i
have to make reasonable efforts to obtain documents from a non-party before bringing a motion.

I look forward to working with you in an amicable and professional manner.

I trust that this will likely need to be delivered to your legal department so feel free to forward the same to said legal department.

I can confirm as well that in light of the representation made by the security in the Building that TDGIC is now located at 101 McNabb Street, Markham, C
al in the same. The aforementioned address is the address that I had for my “claims advisor” at SNIC for a lengthy period of time and then in the SNIC

Lastly, on the substantive side of the ledger, to the extent that this does not need any discussion with your chief legal officer or external counsel, then I am particular of my TD claim number, the SNIC Proceeding, insurance policy (with SNIC) et al.

Thank you kindly and have a blessed remainder of your weekend!

Warm regards,

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

On Fri, Jul 12, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

A copy of the emails and e-receipt that were filed today are attached for service under TDGIC. If Mr. Nieuwland has filed a removal of representative with the Tribunal counsel to TDGIC, kindly advise.

If TDGIC has retained or is retaining independent legal counsel, kindly advise.

Otherwise, I shall presume that my email service, in addition to my service to the listed address for TDGIC along with fax, is sufficient for these purposes.

Thank you.

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, Ont

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 (e.g., 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, waive any right to object to the "Insurer" (see: *Insurance Act* (Ontario)), whom he had recourse against 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. (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. 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 **AAB**.

emails may be sent with 'scheduled send'

On Fri, Jul 12, 2024 at 3:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC, I provide the below self-explanatory letter and attachments for service upon you.

Appendix

Kevin McLean <mcleansniclat@gmail.com>

to LATRegistrar, David, matthew.nieuwland@tdinsurance.com

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that TDGIC was not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not authorized) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to date, 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so when it is clear that this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step of Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you have a "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologize.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC operates of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between them).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC on March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 at

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, C

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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 provide "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 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. (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) (he/him) (416.774.3120); **Police File Number** (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim** #: 035325790-3 ("TD Claim #3"); and A. McLean's email address: MCLEANSNICLAT@GMAIL.COM ; **emails may be sent with 'scheduled send'**

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, C

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On Tue, Jul 9, 2024 at 5:52 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 9, 2024

Re: Document Production from a Non-Party – My Final Attempt

Dear TDGIC:

1. I write to confirm that we are approaching the end of the business day and I remain without any response at all from TDG Mr. Russell is to provide a copy of the above materials to the board of directors for TDGIC.
2. If I do not hear from you by the end of the business day, I will proceed with my letter to the Tribunal with a request for an ex documents and things from TDGIC.
3. What remains after its production (by partial volition or compulsion) may necessitate another hearing or liberty to make furth
4. I will then have to determine what remains for what is in the possession and control (if anything) of SNIC and the legal tes Sole; (b) Joint; or (c) Constructive.
5. We know that TDGIC had possession of some confidential documents that I exclusively delivered to it and it (at least I delivered to me.
6. Presuming that there was a sheer absence of a firewall between SNIC and TDGIC, and compliance with the OCF doc complies forthwith herein. In my view, the breaches of the requirement in documents issued by the FSRA are increasingly prevale
7. I will ask the Tribunal to draw an adverse inference against TDGIC as it is now two weeks since my initial Document Demar
8. Moreover, I confirm that whomever will be responding on behalf of TDGIC must be a lawyer licensee as part and parcel with SNIC, which I attribute to TDGIC, that I was required to have the OCF-19 signed by an "appropriate Ontario health practitioner" h regard. My evidence is uncontroverted that it was, based upon now known admissions, that of licensees for TDISL acting exclus
9. This is not a situation where TDGIC was acting as agent for SNIC as evidenced by its meritless and incorrigible steps taken
10. I further note that it appears to be, and based on sworn evidence, that SNIC may no longer even have access to my Be such) being on April 6, 2023.
11. It is my evidence that it was slightly before that time that TDGIC usurped the role of SNIC as the issues of my faxing to SNI fax number regularly would block faxes.
12. As you will note, the facts herein are much different from the likes of NY in that the Reg 664 award and costs have been on
13. While I take heed of the Tribunal's comments about not unilaterally imposing deadlines, I do note that I must discharge reas
14. I confirm that as of today's date I have not received one document from my **Document Demands** (also defined as "**Docum**
15. It remains my view that whether it is a substantive issue and/or a procedural one, Mr. Nieuwland remains as a represen Tribunal that he no longer represents TDGIC. As such, I will presume that he *may* (which I say will be unlawful if he does) be the I
16. Of course, a non-party cannot seek costs and I cannot seek costs against a non-party. However, I can seek costs again being the representative of record for TDGIC.
17. I remain of the view that no licensee at TDISL can act for any non-party or the only party, entitled by law herein, as it is no against the Nieuwland DOR for TDGIC on January 30, 2024 albeit through a misnamed legal assistant. As such, I have included i
18. In the oddest of ways, by not striking the documents I sought in NOM #10 and NOM #11, the Tribunal weirdly did me a fav do at this stage is continue to seek the truth by motions prior to the hearing proper.
19. To bring TDGIC up to speed regarding my NOM #12 as it was no longer named therein, while Adjudicator Morrisette did the SNIC Response, the pending service of the hearing brief record to TDGIC's mailing address will resolve that issue in perpetui
20. I reserve all of my rights in fact and at law in perpetuity.
21. I object to any non-compliance with any law and any impermissible collection, use, access or disclosure of my confidential need to object again.
22. My hope remains that we can narrow down some of the scope of the Requested Documents by effective communication he the jurisdiction of the Tribunal.
23. I would also ask that in any list of documents and providing access to the same that TDGIC denotes whether the documen held (or were held) by SNIC or other third parties. In this manner, this will assist in respecting the Tribunal's finite yet valuable res
24. Should anything be unclear, kindly let me know at your earliest convenience. Otherwise, I shall presume all is sufficiently Documents.
25. I do not take issue with TDGIC utilizing the certificate of status that I provided to the Tribunal and it, and without sounding "c
26. If I have not made clear, then I beg your indulgence in this regard, that any documents provided herein are solely for the there was a misguided response to a PIPEDA written access request (which requires the provision by the Organization so deno amounts denoted to me in the form of "reserves", then kindly provide access to the same. While I appreciate that there are son review), relate to the "reserves" associated with the "party" or a "SABS Insurer". I again demand access to any and all docun deducted on the books, accounts and records of TDGIC in the years of 2022 and 2023, and/or notionally in 2024. In this regar unanswered. This again leads me to believe that the amounts where I was paid to my Beneficiary Bank Account were deducted b
27. I will also note that it appears, now that I fortuitously found a copy of the Old LAT Rules, that the Old LAT Rule 18, "Recons a decision that was not final in nature (see: Tab 12, page 237). My reading of rule 18.1 under the New LAT Rules which states, "Appeal" is distinct from the Old Rule 18.1 under the Old LAT Rules. This appears to the underlying reason why the claimants in overturned by Vice Chair Trojek with his findings, decision and orders being upheld at the ONSC (Divisional Court).
28. As such, I note that I reserve my rights in fact and at law regarding any previous conflicts of interests or further conflicts o review or an appeal.

29. It appears that SNIC and I will be at loggerheads for quite some time, and presuming any party that is not agreeable to a herein may proceed all the way to the SCC. With that mindset, it is imperative that we have a robust evidentiary record from not o

30. I do not wish to have any adjournments of the hearing proper so I will continue to move as expediently as possible.

31. Kindly govern yourselves in accordance with the law.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Service (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 (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 #

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On Tue, Jul 9, 2024 at 11:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC,

I am writing to confirm that the SNIC has been served, and the entire hearing has been filed with the Tribunal. I will now reach out to t

It would be beneficial for TDGIC to provide some of the requested documents. However, if TDGIC does not, I will rely on this correspo

I also kindly put you on notice regarding any attempt by TDGIC to rely on solicitor-client privilege (as there can be no litigation pri documents with particulars to assess the veracity of the privilege. I would ask that TDGIC do so in its responsive materials to this NO on a "document for document basis," albeit in camera.

In my potential reply, I may invoke any of the exceptions to privilege, including potential waiver of the same, on a "document for docum

To the extent that TDGIC does not invoke any form of solicitor-client privilege, then I will ask that the entirety of the orders are granted

I can only seek costs against SNIC (as it is the only party) on the basis that it had and has ongoing fiduciary duties to me, and it c utmost bad faith, let alone some six or so months.

For those who are licensees with the LSO, I remind you of your professional obligations.

For those who have been representatives of TDGIC, I cordially direct you to the UDAP Rule et al.

Thank you for your attention to this legal matter.

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, Toror

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On Tue, Jul 9, 2024 at 10:18 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing record in tabulated, consecutively numbered and indexed form. A hard copy is being delivered to the mailing address for TDG confirm that everything provided herein is solely related to TDGIC and any persons who have provided services to TDGIC as it relates to myself. A copy of the

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, Toi

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On Tue, Jul 9, 2024 at 9:40 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached with respect to the e-receipt. Thank you. Regards

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,

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On Tue, Jul 9, 2024 at 9:01 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached a copy of the served written argument upon TDGIC via fax for your email records as well. I will also provide copy of now complete out of an abundance of caution herein. This is solely for notice purposes out of an abundance of caution.

A hard copy of the hearing record is being delivered to TDGIC at its mailing address denoted therein.

I will then proceed to file the entirety of the hearing record with certificates of service regarding TDGIC.

I will remain available to TDGIC to work together to eliminate any need for production without an order of the Tribunal. However, TDGIC will need to meet with me.

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,

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emails may be sent with 'scheduled send

On Mon, Jul 8, 2024 at 4:48 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Please find a copy of the hearing brief index for NOM #13 attached herein. I can confirm the NOM #13 with Schedule "A" was delivered via fax to TDGIC.

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,

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Relevant particulars: : **Insurance Policy #**: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Monnex 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 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** “SNIC Proceeding”)

emails may be sent with 'scheduled send'

On Mon, Jul 8, 2024 at 3:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

Kindly find attached for service upon you: a copy of the signed NOM form with Schedule “A” for NOM #13. I will serve you with a copy of the h along with the finalized written argument (Motion Submissions).

I confirm I delivered the remainder of Affidavit #28 to TDGIC via fax on the weekend.

Thank you.

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

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On Fri, Jul 5, 2024 at 3:44 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

TO:

TD General Insurance Company

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Emails (declared representative(s) of TDGIC as known to me or deemed representatives by operation of law (see: section 1(7) of the LS

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I attach a copy of my affidavit #28 for service upon TDGIC and its known and declared representatives and those who are deemed by engaged in any conduct that shall be considered to be representation of a person in a proceeding.

To the extent I do not have access to all of the requested records by the end of business day, I will proceed with my NOM #13 without

For ease of record keeping as you would know with TDGIC’s file, which should not have taken more than some 9 days to provide, kind

I confirm that as of today's date Mr. Nieuwland has been representing TDGIC and SNIC since June 28, 2024. Simply put, it is th contemporaneously act for a SABS Insurer and a Non-SABS Insurance Company within the same proceeding and at the same time owes obligations to his client (TDGIC) which are distinct from those of SNIC. It will be interesting to see how he will discharge his duty of whom.

I remain stunned that Mr. Nieuwland proceeded to file a DOR on behalf of SNIC on his own volition.

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

I kindly remind all licensees of their professional obligations.

Thank you.

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 Str

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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”) ha SPI (“Confidential Information” or “CI”) that is inconsistent with any OCF documents that he signed and delivered exclusively to the “Insurer” (see: *Insurance “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 Mo 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 (“DOL”); Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affid** (the “LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 7:05 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear TDGIC:

I write to confirm that I have not had a response from TDGIC regarding agreeing to the production by a non-party. As such, I must now proceed v

In being objective and for record keeping purposes, I have also included at “Appendix” a copy of the covering letter (by way of copy and paste) and the fax enclosed to TDGIC were the emails prior to the emails today. I have checked my “Spam Folder” and there is nothing from TDGIC.

Thank you.

Appendix

Re: 23-015662 – Demand upon a Non-Party for Production of documents or things relevant to issues in this proceeding

Dear TD General Insurance Company:

Please see the attached emails. As I am required to make a demand upon a non-party for production of records before brining a motion, I am, out the only individual that I have known to formally represent TDGIC (albeit a non-party that is no longer denoted as a party), yet Ms. Moraes (with of TDGIC in the SNIC Proceeding, he remains a representative of TDGIC as he has not filed a removal of representative form with the Tribunal.

Curiously, he filed a DOR for SNIC on Friday, June 28, 2024. As my motion is seeking records from a non-party (SNIC), I would be most grate confirmation of a timeline in this regard). If I do not hear from you, then I will presume that I must proceed with my motion and I will, of course, I will provide a copy of this fax to the above noted individuals. You will note the relevant TD claim number in my signature block.

I confirm that TDGIC is required to preserve any and all records, documents or things until I have exhausted all avenues of recourse.

Thank you.

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 S

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Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Mo 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 (“DOL”); Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre) (see: affid** (the “LAT Proceeding” or “SNIC Proceeding”)

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 2:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

-

-

Re: My demand for production of documents or things by TDGIC and associated and affiliated individuals for TDGIC at all material times kno

-

Re #2: Referenced, with courtesy and for record keeping purposes, to fictitious TD Insurance claim number for Insured Person/Ag Party (“TDGIC”); 034325790-03 (“Fictitious TD Claim Number” or “TD Claim #4”).

Dear TDGIC and *de facto* and *de jure* agents (nota bene: when referencing agents, I am referring to the legal principle of “principal-agency rela

Further to the above and out of an abundance of caution, I write to provide for the record copies of the confirmed faxes yesterday. I confirm tl “blocked”. Please see “Appendix”. I reserve the right to rely on this correspondence for any lawful purpose including but not limited to: (i) gr (iii) compliance with any and all legislation, regulations and rules as required under, *inter alia*, the UDAP Rule which dovetails with the previo

I confirm that the below fax number is one that was found with some incredible sleuthing and was unknown to me until yesterday.

I confirm that said fax number is distinct from the fax numbers provided to me by SNIC.

Please ensure that this email thread and attachments are saved and stored in the TDGIC file. Kindly provide me with your internal TDGIC file the referenced file number in the **Fictitious TD Claim Number** denoted in the February 14, 2024, *PIPEDA* response that was admittedly (see Motion) approved by Mr. Nieuwland of “TDI Legal”, acting at that time in an exclusive capacity for his client in TDGIC.

I shall presume that Mr. Nieuwland remains as a representative for TDGIC until he files the removal of representative form and follows the requ

I will also presume that TDGIC is aware of its obligations under *PIPEDA*, while distinct from other laws in terms of ramifications, for not disclosed.

I further confirm that any emails sent from TDIADR email account in its capacity of representing to the Tribunal or others will be produced mistakenly noted that the TDIADR email does not send “outgoing emails”.

Of course, if I am compelled to bring a motion and there are misrepresentations made upon the Tribunal and I later discover evidence that contr

I will continue to exhaust any and all other avenues, which are lawful and pursuant to my legal rights, and provide the Tribunal with any eviden Finally, I can confirm that Mr. Nieuwland was incorrect, while acting in his capacity for TDGIC, that I had made repeated *PIPEDA* requests. Tc

1. **2023 *PIPEDA* (see: February 2023) request of SNIC:** which was not complied with but required SNIC to retain all information
2. **January 15, 2024 *PIPEDA* request of SNIC:** again exclusively directed at SNIC which encompassed the 2023 *PIPEDA* request;
3. **April 4, 2024 *PIPEDA* request of multiple organizations to “TD Privacy” and Ms. Stubbington (the designed accountab** various organizations (including TDGIC, TD Bank and TDISL) to provide me with a compliant *PIPEDA* response with access to an holds or has held, collected, accessed, used and/or disclosed. In relation to the “accounting requirement” for “third party disclosures b and I intend to obtain the same by exhausting any and all avenues.

I can confirm that both *PIPEDA* requests #2 and #3 (not repeated but distinct) are subject to OPCC complaints. I have asked Ms. Stubbington t June 5, 2024.

While it is not the right or power of the Tribunal to investigate privacy breaches, and I will not delve into any further particulars, I reserve the ri that regard. I will of course only provide relevant evidence to the Tribunal in that regard as it relates to the relevant motion pursuant to, *inter a* that I need to proceed with my motion and to combat any potential of unlawful destruction or spoliation of relevant evidence herein.

On a broad level, what underlies this motion is that only SNIC owes me fiduciary duties but TDGIC did not and does not. My position remain company” in “TDGIC” albeit unknown to me.

I further confirm that it has been impossible to have any document exchange and production from SNIC as SNIC filed the SNIC Response (wh to a “singular” regarding an non-capitalized “response” when there multiple responses to motions, but not the Appeal, by TDGIC (signed Morrisette in late June 2024 regarding NOM #8.

I repeat and rely upon all of my previous positions, the evidence cited, and the authorities provided. While it is common to disagree with c referenced the right of a party to have a representative or be self-represented (which appears to be a reference to the 2016 LAT Rules Of Prac “hearing proper” is decided with reference to all documents or things that are relevant to the issues in this SNIC Proceeding governed by the pl

To confirm, the issue of the “As Per A. Nurse” non-compliant signature when measured against the requirements against the FSRA issued pleading signed by Mr. Karat on behalf of SNIC. Specifically, it is an issue regarding whether I was out of the MIG and by when. I kindly pleadings. I also note that I provided a copy of that denial letter in January 2024 at the request of the Tribunal.

As noted, I know what I have sent to SNIC (as it is volumes of affidavit material that were sworn before the commencement of this SNIC Proc record management with SNIC has been and is self-evident.

Of course, I will be requiring as an order, or implicit in an order sought, that a representative on behalf of TDGIC, presumably Mr. Nieuwland from when. I will also be requiring any and all documents or things that relate to when Mr. Nieuwland become involved in any matters involv would be her TD Claim Number or that of BMW Financial Services Inc.) as per the, on or around, October 11, 2023 email from “E-claims serv

To confirm the scope of my request for production and I am content to work with TDGIC on a timeline albeit a reasonable one, if it responds Rules do not apply under the SPPA albeit the purposes under section 2 of the SPPA dovetail with the same):

“At the heart of the rules governing actions in the Superior Court of Justice lie the obligations of every party to an action to disclose power, whether or not privilege is claimed in respect of a document, and to produce all such documents, unless privilege is claimed in of Civil Procedure emphasize the importance of the obligation to disclose and produce relevant documents to the proper and fair functi documents upon which the party intends to rely to establish its claim or defence. A party must disclose “every document relevant to a that a party fully understands its obligation to disclose and produce all relevant documents, the party’s lawyer must certify in the pa documents relevant to any matter in issue in the action” and “what kinds of documents are likely to be relevant to the allegations mad from its counsel legal advice that the documents it must disclose and produce are determined by their relevance to the issues pleaded may rub against the litigation instincts of some parties, who would prefer to “deep-six” relevant documents that might undermine the continuing one: *Tripp v. Ontario (Ministry of Transportation)* (1999), 1999 CanLII 3762 (ON CA), 123 O.A.C. 278 (C.A.), at para. 22 document or discovers that its Affidavit of Documents is inaccurate or incomplete, the party must “forthwith” serve a supplementary a disclosing any additional documents”: Rules of Civil Procedure, r. 30.07. The ONSC in *Premform Limited v. Heights Rental Const* document is determined by the pleadings in any given litigation. [20] The procedure in place for obtaining the production of d a production order at the case conference for any outstanding

I must analogize to some degree as there is a dearth of case law in this area considering the passing of Rule 9.2.2 which I believe was not unt documents or things that are relevant to the issues in this SNIC Proceeding. To further discharge my duty under Rule 9.2.2. to have made a res has received my faxes in this regard and I do not have even a semblance of a response. I am concerned that there may be ongoing attempts at “p

I further note that this will also alleviate, subject to fulsome production of any and all documents or things that are relevant to the issues in th “summons”. I have learned that this is no longer the route that is preferred (see: above email).

As the Tribunal cannot condone violations of the LSA, LSO By-Laws, LSO guidelines and policies, I note the following by hyperlink:

1. <https://lso.ca/lawyers/practice-supports-and-resources/practice-management-guidelines/file-management>

The now interesting feature, and I apologize for not having opened and reviewed the email of the DOR of Mr. Nieuwland on behalf of SNIC removed himself as a representative for TDGIC and confirmed the same with myself, the Tribunal and SNIC. In this regard, I note that the Nieuwland’s filing and serving of a DOR on myself.

I again confirm, all in the spirit of my discharging of my duties under Rule 9.2.2., that if I do not have confirmation of TDGIC by way of auth with the same and I confirm that the documents or things provided to me, with or without an order, are sufficient for my purposes, and/or by motion is most urgent.

Lastly, as the documents that I have from SNIC (see: the likes of “denial letters” and letters in the Fall and Winter of 2023 as well) reference or that she had been away since September 2023, it is my position that we have “ghostwriters” of those received documents since, at least Sept March and April 2023. I again underscore the need for documents or things for context and to determine whether SNIC discharged its duty of f

al by another insurance company in TDGIC. Of course, TDGIC will be required, with or without a motion, any and all documents or things the OCF documents) and where it was not in compliance with SABS. In this regard, I am seeking the documents or things from TDGIC from at least that were inconsistent with the facts and the law. In this regard, you will note that a hallmark of the pleadings and what has been advanced is November 2022. In order for me to prove the same, I require any and all of the documents or things that have been held by TDGIC or TDGIC to support my efforts to obtain the documents or things without an order of the Tribunal, I note the decision in *Stenega* and that the Tribunal cannot and law, and of course to determine the quantum of any SABS interest and/or Reg 664 interest and the percentage of "penalty" to be applied at but the timing of interest and the amount of penalty varies from 1% to 50%. In order for me to prove whether the conduct of SNIC was unreasonable things that are relevant to that issue, and general issues herein, on a now forthwith basis.

I trust that I have provided sufficient particularity and enough detail for TDGIC to continue its search for the documents or things and revert back

Unless there are any responsive emails herein or clarification requests from TDGIC and its authorized agents (de facto and de jure), then the evidence supporting my efforts to discharge my duties under Rule 9.2.2. Thank you for your attention to this pressing and important matter here

Appendix

Fax #1

Dear KEVIN ALEXANDER MCLEAN,

Your fax to TDGIC at 4165456130 has been sent successfully!

Successful delivery of your fax was confirmed at 12:14 AM Eastern Daylight Time on July 4th, 2024

Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Fax #2

Dear Kevin McLean,

Your fax to TD General Insurance Company at 4165456130 has been sent successfully!

Successful delivery of your fax was confirmed at 12:38 AM Eastern Daylight Time on July 4th, 2024

Your fax included 1 page of coversheet with your text and 3 pages of attached documents.

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 Kin

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloci 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 201 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):** 015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

emails may be sent with 'scheduled send'

On Thu, Jul 4, 2024 at 1:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 4, 2024

FSRA Registration Number 353

Mailing address:

3650 Victoria Park Avenue,

North York, Toronto,

Ontario, M2H 3P7

Fax number: (416) 545-6130

Re: Continued Efforts to Obtain Documents from TDGIC and its Authorized Representatives

Dear Sirs/Mesdames,

I am writing to confirm that I have faxed copies of my demand for the production of any and all documents or things relevant to the reiterate and rely upon all of my affidavit evidence that directly condenses upon particulars as to when I believe, under oath, the Numbers, including but not limited to TD Claim #3 and TD Claim #2.

As TDGIC will have the burden of persuasion as to providing evidence as to when it became involved in TD Claim Numbers, including disclosed (which are all relevant documents or things) that are relevant to the broad and deep issues in this SNIC Proceeding.

While Rule 9.2.2 is a "new rule" and there is a dearth of case law regarding the same, I note some of the following:

1. The threshold for relevance is a "low one."
2. I have made reasonable efforts so far.
3. Mr. Nieuwland has not filed a removal of representative as required by the LAT Rules (although I have faxed TDGIC as well).

4. The documents and things I am seeking will be subject to further affidavit evidence, which will need to be contested if TDGIC will
5. Control is merely "possession," and possession can be joint or constructive.
6. The case conference involved only TDGIC by virtue of the issues in Mr. Nieuwland failing to file a DOR for SNIC as requested a
7. Other particulars known to you.

As this is not your standard situation of requesting documents or things from a third party to the only lawful respondent, I confirm t

As I have requested multiple times, and by way of example, kindly have TDGIC (including any non-parties that were responsible for provide copies of any and all faxes that were drafted, revised, and/or sent and by whom (the author(s))).

As noted, to the extent TDGIC was involved in April 2023, kindly provide me with the name of the individual who purported to sign Nurse."

Finally, as per LSO By-Laws, rules, and policies, each licensee would have been required to identify their client at the time and the of those documents or things for the Non-SABS Insurance Company. I confirm that no such litigation privilege would ever apply to engagement would be void. To the extent that there is any claim of privilege or confidentiality over any documents between a licen camera" basis so that privilege can be assessed. My position will remain, as per the orders of the Tribunal, that any such privilege production for my inspection and then reliance at any future motions or the hearing proper.

If I do not hear from you by the end of the business day, kindly presume that I will be serving and filing my motion on the "Non-Par matter of law).

Until Mr. Nieuwland files a removal of representative, then I will continue to serve him in his capacity as a representative for TDGIC I reserve my rights in fact and at law in this regard. Thank you kindly.

Sincerely, Kevin A. McLean

Appendix

18-005523 v Economical Mutual Insurance Company, 2018 CanLII 142937 (ON LAT) ["Soma"]

At paragraph 44 to 47, Vice Chair Helt found therein that the legal test for relevance was in *NY v. TD Insurance Meloche Monie* sought and the issue in dispute before the Tribunal. The above decision was upheld on reconsideration where the test for relevance between the materials sought and the dispute before the Tribunal. It is the applicant's position that the test for relevance is a information being relied upon by the respondent in denying her claim that she is catastrophically impaired as a result of the motc

In considering whether the requested documents are relevant and meet the **low threshold** test there are a few factors I have considered. Ms. Jetté meets the test for relevance for the following reasons (see: paragraph 53). The applicant bears the onus of documentation..... (see: paragraph 56).

Summons no longer the route

Evidently, this is not a perfect solution, as it is preferable that any documents under the control of **non-parties** which are adjournments this has been the practice that has been adopted (see: M.S. v. Desjardins General Insurance Group, 2019 CanLII

2023 decision (see: L. D. v Gore Mutual Insurance Company, 2023 CanLII 74649)

At paragraph 20^[1] and 21, Adj. Neilson referenced the test for production orders by parties and the case conference. However, it Two months were wasted thereafter when Mr. Nieuwland was required to file a DOR on behalf of **SNIC** if he was retained by it. N

At paragraph 21, Adj. Neilson found, "[21] The applicant submitted that the Tribunal will not hear motions for productions from law was provided by the applicant in support of this submission. The only decision I am aware of that determined the Tribunal do Group, 2019 CanLII 94054 (ON LAT). That decision is distinguishable because it dealt with summonses issued for a written hear

^[1] [20] The procedure in place for obtaining the production of documents is to ask the other party for a copy of the documents in the application or respond parties cannot agree to produce prior to the case conference. If the producing party does not provide the documents or proof of best efforts by the deadline or has made best efforts to obtain documents from a non-party, the requesting party may appeal to the Tribunal on motion to use its summons power to obtain

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 K

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emails may be sent with 'scheduled send'

On Wed, Jul 3, 2024 at 1:46 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: potential motion for production order of non-parties pursuant to Rule 9.2 of the LAT Rules (effective August 21, 2023) – URG

Dear Sirs/Mesdames,

I am writing to confirm that I will file a motion for production orders of a non-party if I do not have access to all relevant rec **Insurance Company**”), and its authorized agents since the **Date Of Loss** (August 31, 2022).

As the Tribunal has clarified today in NOM #8 that Mr. Karat was the sole signatory and filer of the **SNIC Response** and that M with my motion.

To comply with the requirement to make reasonable efforts to obtain these documents or things from the Non-SABS Insurance request for email communications and the Spam Faxes (March 2023 and April 2023). The requested documents are highly relev

The relevant issues in the SNIC Proceeding, as governed by the pleadings signed by Mr. Karat, relate to documents or thing **Fictitious TD Claim Number** (which was identified in a *PIPEDA* response on behalf of the Fictitious Respondent (TDGIC) there

The contact information for the non-party (**TDGIC**) will be the address in North York that was referenced in the **Spam Faxes** in S

Due to the time required to obtain the necessary orders and the clarification of NOM #8, I am now in a position to file my motion

TDGIC and any authorized agents for TDGIC (and any other unknown non-parties) are required to preserve any and all recor review, and/or appeals have been exhausted by the parties (myself, SNIC, and any non-party (TDGIC) or authorized agents for

To the extent that I do not receive access to any or all of the requested records involving TDGIC from a time known to it (perhap have provided reasonable time for the Non-Party to provide me access to the same.

As Mr. Nieuwland has not commenced acting for SNIC until June 28, 2024, all of the records of his representation for TDGIC in Fictitious SABS insurance company (“**Fictitious SABS Insurance Company**”) since as early as January 2023 and perhaps regarding SNIC.

In relying on Rule 9.2, I was fortunate enough to find the *Old LAT Rules* in PDF format and it is attached herein by reference to course, cite relevant authorities for production by a non-party(ies) with respect to the relevance test.

I again seek any and all copies of documents or things relating to the timing of TDGIC’s involvement in the TD Claim #3 (and oth

I may supplement this letter with particulars of what I am seeking with respect to TDGIC’s collection, use and disclosure of my ir roles it had with respect to any decisions that were purportedly made by SNIC in relation to my claims for accident benefits. Ho of documents as it will know of all of its relevant involvement in the TD Claim Numbers and the SNIC Proceeding including but n

I remind all of their obligations under the Insurance Act, associated regulations and the UDAP Rule.

I remind all licensees of their obligations under the LSA, LSO By-Laws, ROPC (lawyers and paralegals), and applicable policies.

I confirm that any and all non-parties (although Mr. Nieuwland when representing TDGIC referred to various individuals as “parti

I confirm that I am distinguishing between various capacities and had Mr. Nieuwland not filed a DOR for SNIC, it may have af when Mr. Nieuwland commenced acting for TDGIC (January 30, 2024), and then commenced acting for SNIC (June 28, 2024). I

I again note that Ms. Persaud was away from the office from September 2023 to early January 2024 so in reference to TD Cla Claim #3), there must be a mystery writer in that regard and it did not reference SNIC in that email.

I will of course exhaust any and all other avenues available to me that will compare and contrast the document produced, volitio

I will (if necessary) rely on the documentary admissions and signed documents by Mr. Nieuwland in his capacity as counsel to T

I confirm that I have NOT included Mr. Karat in this email as he has solely acted for SNIC in this SNIC Proceeding and repre: Response failed to list and attach any documents therein.

I stand by my position that a representative on behalf of TDGIC misrepresented that TDGIC was the sole respondent here February/March 2024 but Vice Chair Lake declined to rule on that order at that time. Therefore, it required the representations (the same” [sic]) to have that evidence, along with the FSRA evidence in the form of certificates of status). By Mr. Nieuwland filec

Should anything be unclear, kindly let me know by the end of the business day. Otherwise, I shall presume my request is suf TDGIC to other organizations) since the Date Of Loss to present.

Thank you for your attention to this matter.

Sincerely,

	Appendices
Appendix	

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 ser 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 proceedings.

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.

Appendix #2: The Old LAT Rules as of 2016

Attached.

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

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Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Melco 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 Dri August 31, 2022 ("DOL"); **Location of Loss:** Spadina Road (between Heath Rd and St. Clair Avenue), Toronto, Ontario; **Police File Number (North York Reporting Number:** "23-015662/AABS (the "LAT Proceeding" or "SNIC Proceeding")

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On Tue, Jun 25, 2024 at 9:42 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames,

I am writing to confirm that the aforementioned documents were delivered successfully. I would also like to clarify a few points

Firstly, I want to confirm that there was no litigation privilege at any time relating to the Non-Party (TDGIC). Additionally, if you cause, it would have ended on June 21, 2024, due to the retrospective or retroactive nature of the Morrissette Order.

Secondly, I want to confirm that no representative from TD Insurance Staff Legal has filed a DOR for SNIC. As such, Mr. Karat licensee that was engaged in any form of deemed representation for TDGIC (see: section 1(7) of the LSA), files a DOR for SN

Lastly, if you consider relying on solicitor-client privilege between a solicitor (Mr. Nieuwland) and a client (TDGIC), the retainer

I provide this courtesy notice to ensure that the Tribunal's resources are not wasted unnecessarily.

You are required to preserve any and all documents from the above until the Non-Party, including the Individual Non-Parties (as in this SNIC Proceeding, have made full production under this thread to our mutual satisfaction. If we have not agreed that the documents must be preserved, TDISL must preserve and retain all documents until the Tribunal has made an order in relation to my potential motion and all the

As the above sought and demanded documents are relevant to the issues in this SNIC Proceeding (which you will know better than I), which should have been by consent order in January 2024, I intend to proceed expeditiously if I do not hear from you by the end of the week. I will provide further oversight for any potential destruction or deletion of relevant documents therein. Moreover, it will provide necessary notice to the firm that requires TDGIC to transfer its file (the "Fictitious TD Claim Number"), which I presume was in early 2023, to such an individual.

Thank you for your attention to this matter.

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

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On Tue, Jun 25, 2024 at 9:20 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: 23/015662/AABS – Further Request for Production of Non-Parties

Dear Sirs/Mesdames:

I write regarding the above and confirm that I made a request for production of TD General Insurance Company (“TDGIC”) retained regarding my claim for accident benefits. I was assigned TD Claim #3 in September 2022. As you will know, in name initial string but ended in 04.

As noted in my recently filed submissions for NOM #6 and NOM #9, post the granting of my NOM #8, I also noted that in Claim #2 which was not my TD claim number and unknown to me. However, I will presume it was the TD claim number 0

As you know, at all material times, TDGIC was a non-party in the SNIC Proceeding and never my insurer as it related to S/

As TDGIC never filed a Response in the SNIC Proceeding but an unknown individual(s) misrepresented to the Tribunal the #8.

It is my position and evidence, on belief while citing the various sources for my belief, that TDGIC was intimately involved (regard) and perhaps earlier.

Therefore, any and all documents or things that relate to the involvement of TDGIC (the “Non-Party”), TD Claim #4 supervising lawyers), Ms. Ortiz and other unknown individuals (collectively, the “Individual Non-Parties”) who were invol

To the extent that Non-Party had its file denoted as TD Claim #4 and that is the manner in which the Individual Non-Parties is all in “one file”, kindly provide a copy of the entirety of that file by no later than end of business day tomorrow. To the do not fall within TD Claim #4 (i.e. by file management) and are relevant to this SNIC Proceeding by way of any conduct c

If I do not hear back from you with full production or a response confirming a timeline by end of business day tomorrow, I along with a copy on the other party (SNIC), and seek the relief therein. I may supplement this request but for the time bei the written submissions for the COI motion (NOM #6 and NOM #9). As noted, I could only make this demand once NOM :

I will largely be away today and tomorrow so kindly excuse any delay in my response.

Should anything be unclear, kindly revert back under this thread or I will presume the demand and scope is sufficiently clea

Appendices

Appendix #1: Rule 9.2.2

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 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

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 not

Appendix #2: Authentic TD Claim

TD Insurance Claim Number for Appellant: 035325790-3 (“TD Claim #3”)

Appendix #3: Fictitious TD Claim

Fictitious TD Insurance Claim Number for Appellant with fictitious “exposure number” (04) with Fictitious Insurer and Fictitious Responden

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

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 [e-receipt_AR_COS_TDGIC_Amended Index_Costs_Sept 10_signed.pdf](#)
30K

 AR_COS_TDGIC_Amended Index_Costs_Sept 10_signed.pdf
409K

RE: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

23 messages

LATRegistrar (MAG) <LATRegistrar@ontario.ca>

Wed, Jul 10, 2024 at 2:05 PM

To: "mcleansniclat@gmail.com" <mcleansniclat@gmail.com>, "matthew.nieuwland@tdinsurance.com" <matthew.nieuwland@tdinsurance.com>

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance Company was named erroneously by inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario

Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur par retour de courriel.

Kevin McLean <mcleansniclat@gmail.com>

Wed, Jul 10, 2024 at 5:37 PM

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

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

Thanks kindly Mr Grant. Greatly appreciated.

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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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")

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Kevin McLean <mcleansniclat@gmail.com>

Wed, Jul 10, 2024 at 6:04 PM

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

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

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm that I recounted the page numbers for the motion submissions and it was indeed six pages double spaced. Thanks 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

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Kevin McLean <mcleansniclat@gmail.com>

Thu, Jul 11, 2024 at 10:38 AM

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

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

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard copy of the entire application record at 3650 Victoria Park Avenue, Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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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Kevin McLean <mcleansniclat@gmail.com>

Thu, Jul 11, 2024 at 7:45 PM

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

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

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding by way of this filed COS provides additional evidentiary reasons as to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by the concierge/security to "101 McNabb Street, Markham" as the address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer acts for TDGIC, and now counsel to SNIC, had a duty to inform the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do so and SNIC filed the SNIC Response which was signed and filed, prima facie, by Mr. Karat) was incorrect.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that TDGIC's address remains 3650 Victoria Park Avenue, North York, Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today that TDGIC has been a co-tenant or co-occupier at SNIC Markham since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribunal is under a misapprehension. I appreciate that much is done electronically in this day and age but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted out there and deliver in person, I would have never known. The upshot is that had I sent via Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "delivered" once the "forwarded mail" reaches its destination, Canada Post does not provide the "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same from many moons ago.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in that I was clearly misled as to TDGIC's actual physical mailing address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC somehow (if possible) complied with the separation of confidential information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and non-licensees).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value at the time although Mr. Nieuwland was representing (and is still representing) the Fictitious Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he had an assistant that was not his legal assistant in Ms. Moraes (who I have defined as the "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being at the same address since ironically, and fortuitously prophetic by myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023) which includes but not limited to:

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time, and that represented that the unknown author (presuming it was TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" and entirely an evidentiary one after TDGIC responds to NOM #13, and provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what premises and what times, et al.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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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2 attachments

 **erceipt_AR_COS_TDGIC_Entire Application Record_July 11.pdf**
30K

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

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will need to be a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT Rules.

Thank you.

Appendix #1

Karat, David

to me Thu, Ju

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time I will be periodic

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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 (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 Information" or "CT") 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 Se 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/Insur 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") 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 (th

emails may be sent with 'scheduled send

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

Thu, Jul 18, 2024 at 9:00 AM

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.

4. I kindly re-emphasize that I made my initial document demand upon TDGIC (the “Initial TDGIC Document Demand”) on June 25, 2024. As per my affidavit evidence filed in support of **NOM #13**, I courteously followed up with TDGIC thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, the “TDGIC Document Demands”).
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** as to my potential reply in **NOM #13** and potential further authorities I may tender in support of my “reply submissions”. The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage how many will be relevant as I cannot speculate on the grounds that TDGIC may resist producing or disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the scheduling of the hearing of this **NOM #13**, I confirm that I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.
7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1, page 3 to 5) as of today’s date.
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearing date so we can prepare and act in accordance with the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frs-1990-c-s22%2Flatest%2Frs-1990-c-s22.html&section1=5.4&searchId=2024-07-18T08%3A50%3A32%3A755%2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Thu, Jul 18, 2024 at 3:06 PM

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, the SNIC Burlington office by its fax number. If you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this **NOM #13** so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

[Quoted text hidden]

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous emails, I **#13 Hearing Brief**).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the Vict demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the necessity of havin by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant times), I will revert bac
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or thi argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of the san
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, the SNIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.))

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon TDGIC (the "**Initial TDGIC Document Demand**") on June 25, 2024. As per r thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, the "**TDGI**
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** as to r "reply submissions". The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage how man disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the scheduling of the of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.
7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1, page 3 to
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent** (SNIC) and the **Non-Party** with a hearing date so we *Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

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FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

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North York, Toronto, Ontario

M2H 3B2

(the "VP Building")

Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fflaws%2Fstat%2Fso-1990-c-s22%2Flatest%2Fso-1990-c-s22.html&section1=5.4&searchId=2024-07>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will be a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT R

Thank you.

Appendix #1

Karat, David

to me

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time I will be per

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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 2

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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 co 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 SAB Markham (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

TI

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc.; **Underwriter** 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 S 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/A
emails may be sent with 'scheduled send'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference b and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer is a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not authorized to do so and SNIC

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn to months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribunal was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some blockin

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "delivery address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same from many moons

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me in

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and no

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value at 1 (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he had an assistant his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023) when

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" and an al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what premises and

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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

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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 be "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 : 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** 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 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/A
emails may be sent with 'scheduled send'

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard copy of the entire application with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the setting of the accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your anticipated c

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, M

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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 c 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 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.; **U** 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 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 N**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm that I recounte 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,

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Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc.; **U** 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 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**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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, Ontari

Disclaimer

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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 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 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.; **U** 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., CI 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 I**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance Com

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur par retour

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in abeyance pending a date

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will be consistent with

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)).

- VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous emails **#13 Hearing Brief**).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the Vi demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the necessity of having by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant times), I will revert back
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or things argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of the same
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on **TDGIC** and, out of an abundance of caution, the **SNIC** with a date for the hearing of this **NOM #13** so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF **SNIC** Proceeding (see: LAT File: 23/015662/AABS).

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario

Licence Appeal Tribunal (“**LAT**” or “**Tribunal**”) (Automobile Accident Benefits Service) (“**AABS**”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the **SNIC** Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for **NOM #13**

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the “Non-Party”) a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the “**Initial TDGIC Document Demand**”) on June 25, 2024. As per thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, the “**TDGIC**”).
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** as to “reply submissions”. The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage how m

disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.

6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the scheduling of trial of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.

7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1, page 3

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearing date so w
Rules.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Flatest%2Frso-1990-c-s22.html&section1=5.4&searchId=2024->

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will : a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT

Thank you.

Appendix #1

Karat, David

to me

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time I will be p

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | **TD Insurance**

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primmum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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

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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 SA
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.; **Undern**
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) ("Artopoulo
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

emails may be sent with 'scheduled send

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceed
more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference
and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no
TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do so and SN

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension th

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn
months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribu
was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some block

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be esco
Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "deliv
address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same from many moor

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TI
mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value &
(TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he had an as
his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC be
2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023 w

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that
Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” : al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what premises

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, M

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; i 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) (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** **emails may be sent with 'scheduled send**

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the “Non Party”) has been served with a hard copy of the entire applica with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the setting of th accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your anticipated

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,

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Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; 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., C 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** **emails may be sent with 'scheduled send**

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm that I recour 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, Ontari

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On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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, Ont

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emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATregistrar (MAG) <LATregistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance Co

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATregistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur par retour



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image001.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATregistrar (MAG)" <LATregistrar@ontario.ca>, Josh.grant@ontario.ca, "Logan, Louise (MAG)" <louise.logan@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence ^[1] in affidavit #29

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) pursuant to section

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions in Affidavit : have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and cost effective manner (see: section 2 of the *SPPA*).
2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance Company (a "No further faxes for any purposes (including but not limited to confirmatory faxes denoted as "SNIC Burlington" or to the "claims advisor" known to me in Ms. Persa
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre-printed re Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suite 200, 101 McNabb Street, Markham, Ontario, L3B 4H8 (the "McN

Fax Number”), the **905 Fax Number** was provided in documents to me in Summer 2023 (but not obtained and read until my return to Canada in October 2022) and it appears that the **905 Fax Number** is related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albeit unbeknownst to me) in associated with my claims for accident benefits under *SABS*. As the Tribunal knows, NOM #8 was granted on June 21, 2024. I commenced my required documents June 28, 2024.

4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the “claims advisor” or “claims adjuster” since Spring 2024 : continued the consented to and agreed email communication protocol between myself and **SNIC** as January 23, 2024, regarding email communications between **Protocol**”). But for a few responses, Ms. Michie has been non-responsive so I have continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Property Management) in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC should (unless destroyed, deleted, or altered) have copies of the same : is to have a hearing date set for **NOM #13** so that TDGIC provides responsive materials (and potentially access to some or all of the requested documents or things
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a determination
9. I appreciate that the Tribunal’s resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 11, 2024 hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to schedule times for medical surgical interventions which we have
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way of assistance, in
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in not including portal for LAT (the “**Portal**”).
13. Thank you kindly.

[1] It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the “*As Per A. Nurse*” printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in abeyance pending a

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will be consistent

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”)

TO:

Tribunals Ontario
Licence Appeal Tribunal (“**LAT**” or “**Tribunal**”) (Automobile Accident Benefits Service) (“**AABS**”)
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous email (**#13 Hearing Brief**).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the necessity of having by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant times), I will revert to you.
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents or things sought in NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of the letter.
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, the same for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the "Non-Party") a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 25, 2024. As I thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, the "**T**")
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** as "reply submissions". The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage how disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the scheduling of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.
7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1, page
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearing date so *Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Flatest%2Frso-1990-c-s22.html&section1=5.4&searchId=202>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will be a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT Rules. Thank you.

Appendix #1

Karat, David

to me

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time I will be unavailable.

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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 1A5)

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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 waive any right to 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 his claim. 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.; **Underinsured** 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"); **Police File Number (North York Reporting Collision Centre)** (see: affidavit #3); and **TD Insurance Claim** #: 035325790-3 ("TD Claim #3"); and **AABS File Number**: "23-0156"

emails may be sent with 'scheduled send

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding is more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: referer and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he was not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not authorized to do so and S

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS’s filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the Tribunal was simply not a “document” or “document package” as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some block

As it is common knowledge, it is approximately 27 km’s from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be established Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of that is that even though you will get a “default address”. In effect, you have to guess the “postal code” in the Canada Post app (‘application’) or their website. I unfortunately have experience with the same from many months

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic to me

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and I mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘affiliations’ between licensees and

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he had an his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC I 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what premises

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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,

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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 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 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 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 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**

emails may be sent with 'scheduled send

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the “Non Party”) has been served with a hard copy of the entire application with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the setting of accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your anticipated

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,

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Relevant particulars: : **Insurance Policy** #: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Monnex Financial Services Inc 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., 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**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm that I received 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, Ont

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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, be providing "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 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. (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. from York University, 416.774.3120), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre)** (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AAB** (see: affidavit #3).

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr. Grant. Greatly appreciated.

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, Ont

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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, be providing "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 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. (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. from York University, 416.774.3120), Toronto, Ontario; **Police File Number (North York Reporting Collision Centre)** (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AAB** (see: affidavit #3).

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance Company is:

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario

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Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur par retour de courriel.



Tribunals Ontario

Tribunaux décisionnels Ontario

image001.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>, Josh.grant@ontario.ca, "Logan, Louise (MAG)" <louise.logan@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, that is not an issue. I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1] Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)
Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager
Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: ~~I will not be sending any further faxes to the 905 Fax Number~~ addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

~~Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) pursuant to sect~~

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions in Affidavit. I have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and cost effective manner (see: section 2 of the *SPPA*).
2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance Company (a "N" further faxes for any purposes (including but not limited to confirmatory faxes denoted as "SNIC Burlington" or to the "claims advisor" known to me in Ms. Per
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre-printed Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suite 200, 101 McNabb Street, Markham, Ontario, L3B 4H8 (the "**McNabb Fax Number**"), the **905 Fax Number** was provided in documents to me in Summer 2023 (but not obtained and read until my return to Canada in October 2022) it appears that the **905 Fax Number** is related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which^[3] Spring or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albeit unbeknownst to me) I associated with my claims for accident benefits under *SABS*. As the Tribunal knows, **NOM #8** was granted on June 21, 2024. I commenced my required documents June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" since Spring 2022. I continued the consented to and agreed email communication protocol between myself and **SNIC** as January 23, 2024, regarding email communications between **Protocol**). But for a few responses, Ms. Michie has been non-responsive so I have continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Property Management) in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC should (unless destroyed, deleted, or altered) have copies of the same so as to have a hearing date set for **NOM #13** so that TDGIC provides responsive materials (and potentially access to some or all of the requested documents or thin
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a decision.
9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 11, 2024, hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to schedule times for medical surgical interventions which will
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way of assistance,
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in not including a portal for LAT (the "**Portal**").
13. Thank you kindly.

[1] It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the "As Per A. Nurse" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in abeyance pending

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will be consisten

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous en **#13 Hearing Brief**").
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to th demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the necessity of by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant times), I will rev
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of t
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on **TDGIC** and, out of an abundance of caution, with a date for the hearing of this **NOM #13** so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("**LAT**" or "**Tribunal**") (Automobile Accident Benefits Service) ("**AABS**")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the "**Non-Party**") a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 25, 2024. As thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, the "
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** a "reply submissions". The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage how disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the scheduling of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.

7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1, pa

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearing date *Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsura

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Flatest%2Frso-1990-c-s22.html&section1=5.4&searchId=20>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the

Thank you.

Appendix #1

Karat, David

to me

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time I will be out of the office.

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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,

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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 be providing "Information" or "CFI" 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 the same. 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:** 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", 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:** "23-011806"

emails may be sent with 'scheduled send

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceedings is more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference to the same in my previous submission and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that I am not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not authorized to do so and was not a proper party).

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that I am, of course, still digesting the above and likely something to address in "reply".

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to I months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where the "document" was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in some form of document management.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be a "document" Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get a "document" address". In effect, you have to guess the "postal code" in the Canada Post app ("application") or their website. I unfortunately have experience with the same from many years ago.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologetic to me.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC operate at mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licensees and the same).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he had a legal assistant and his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC's involvement in 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/April 2023).

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around March/April 2023;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what premises it was involved in.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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)

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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 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 again 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 i 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., C 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 Nu**

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On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard copy of the entire app with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the setting accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your antici

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, Ont

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services 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. 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 **AAB**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm that I re 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, C

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Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Service. 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 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 **A**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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

Disclaimer

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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 ' 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 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 Service 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., 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 **A**

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur par r



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image001.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>, Josh.grant@ontario.ca, AABSScheduling@ontario.ca

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is a schedule. As we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included it as a contact.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" and re

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a "written h

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory and filer of the SNIC Response. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from SNIC in Fall 2022 for its SNIC Markham office was and is: 416.774.3120

Address Listed Herein for TD General Insurance Company (the "Non-Party").

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance Company is 416.774.3120 M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, that is not an
I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1] Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)
Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager
Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) pursuant to s

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions in Affidave have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and cost effective manner (see: section 2 of the *SPPA*).
2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance Company (a further faxes for any purposes (including but not limited to confirmatory faxes denoted as “**SNIC Burlington**” or to the “claims advisor” known to me in Ms. P
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre-printe Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suite 200, 101 McNabb Street, Markham, Ontario, L3B 4H8 (the “**905 Fax Number**”), the **905 Fax Number** was provided in documents to me in Summer 2023 (but not obtained and read until my return to Canada in October 202 it appears that the **905 Fax Number** is related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (w^[3] Spring or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albeit unbeknownst to me associated with my claims for accident benefits under *SABS*. As the Tribunal knows, **NOM #8** was granted on June 21, 2024. I commenced my required docu June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the “claims advisor” or “claims adjuster” since Spring 20 continued the consented to and agreed email communication protocol between myself and **SNIC** as January 23, 2024, regarding email communications betw **Protocol**). But for a few responses, Ms. Michie has been non-responsive so I have continued to include Ms. Persaud and Ms. Nurse for file continuity purpos
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Property I in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC should (unless destroyed, deleted, or altered) have copies of the sa is to have a hearing date set for **NOM #13** so that TDGIC provides responsive materials (and potentially access to some or all of the requested documents or th
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a
9. I appreciate that the Tribunal’s resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 11 hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to schedule times for medical surgical interventions which
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way of assistanc
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in not incl portal for LAT (the “**Portal**”).
13. Thank you kindly.

[1] It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the "As Per A. Nurse" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in abeyance pending

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will be consistent

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous **#13 Hearing Brief**).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the necessity by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant times), I will re
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the document argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

- VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("**LAT**" or "**Tribunal**") (Automobile Accident Benefits Service) ("**AABS**")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 25, 2024, thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, the
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** "reply submissions". The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage whether disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the scheduling of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.
7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1, p

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearing date *Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frs-1990-c-s22%2Flatest%2Frs-1990-c-s22.html&section1=5.4&searchId=1>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar,

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests are a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as “NOM #13”).

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the Rules.

Thank you.

Appendix #1

Karat, David

to me

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello and thank you for your email.

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, Ont

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 *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 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 ag 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 Service 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., 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**.
emails may be sent with 'scheduled send

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard copy of the entire e with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the settli accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your ant

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, C

Disclaimer

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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 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 a 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 Servi 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., 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 **A**.
emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm that I 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

Disclaimer

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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 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 : 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 Servi 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 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
emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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, Toror

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 *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 up

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 an 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 recour: 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 Serv 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., 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"); a
emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 14:05 LATregistrar (MAG) <LATregistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATregistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario

Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur pa



Tribunals Ontario

Tribunaux décisionnels Ontario

image001.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATregistrar (MAG)" <LATregistrar@ontario.ca>, Josh.grant@ontario.ca, AABSScheduling@ontario.ca

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling Division to set a

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an informal or formal hearing and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is a scenario we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included it as a contact.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" and

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a "written

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory and filer of the Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from SNIC in Fall 2022 for its SNIC Markham office was and is: 416.774.31

Address Listed Herein for TD General Insurance Company (the "Non-Party").

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[i] that I had, that I received an auto-reply from Mr. Karat. Therefore, that is not a
I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[i] Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

Case Manager of this SNIC Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)
Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager
Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the 905 Fax Number addressed to SNIC or at all as per my evidence^[1] in affidavit #29

Re #2: kind request regarding the setting of a hearing date for NOM #13 (hearing brief served on SNIC on July 10, 2024 and TDGIC on July 11, 2024) pursuant to

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this SNIC Proceeding with a specific emphasis on the definitions in Affidavits that have the merits of this SNIC Proceeding determined on its merits in the most expeditious, just and cost effective manner (see: section 2 of the SPPA).
2. I confirm that in light of my recent discovery that the 905 Fax Number may be controlled, associated or connected to TD General Insurance Company (including but not limited to confirmatory faxes denoted as "SNIC Burlington" or to the "claims advisor" known to me in Ms.

3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre-prior Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suite 200, 101 McNabb Street, Markham, Ontario, L3B 4H8 (the **Fax Number**"), the **905 Fax Number** was provided in documents to me in Summer 2023 (but not obtained and read until my return to Canada in October 2023) it appears that the **905 Fax Number** is related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent with Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albeit unbeknownst to me) associated with my claims for accident benefits under *SABS*. As the Tribunal knows, NOM #8 was granted on June 21, 2024. I commenced my required documents on June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" since Spring 2023 continued the consented to and agreed email communication protocol between myself and **SNIC** as January 23, 2024, regarding email communications by **Protocol**). But for a few responses, Ms. Michie has been non-responsive so I have continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Property Services) in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC should (unless destroyed, deleted, or altered) have copies of the documents it is to have a hearing date set for **NOM #13** so that TDGIC provides responsive materials (and potentially access to some or all of the requested documents or information).
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a hearing date set for **NOM #13**.
9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 9, 2024 hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to schedule times for medical surgical interventions which require a hearing date for **NOM #13**.
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way of assistance, I am unable to do so until I know a date for, at the very least, this **NOM #13**.
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in not including her in the portal for LAT (the "**Portal**").
13. Thank you kindly.

[1] It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the "*As Per A. Nurse*" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier).

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to **NOM #13**, that we will hold my document demands of them in abeyance pending the determination of **NOM #13**.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having **NOM #13** heard will be consistent with the above.

*Would you kindly revert back with a hearing date for **NOM #13**?* Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "**Portal**").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous **#13 Hearing Brief**).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in relation to the above demands but I can confirm that the consensus is that I will be able to obtain, if ordered, the documents or things sought in NOM #13 without the necessity of by way of TDGIC (in its capacity of being a tenant, occupier or user of the Victoria Park Building and the McNabb Building at the relevant times), I will
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents and argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly and schedule for such a hearing. Thank you.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the "Non-Party") a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 25, 2024 thereafter with further particulars and requests to my **Initial TDGIC Document Demand** until the date of my filing of my **NOM #13** (collectively, t
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDG** "reply submissions". The majority of these potential authorities are cited on CanLII under section 5.4(1) of the *SPPA*.^[1] It is unclear at this stage disclosing documents or things that are relevant to the issues in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the schedule of receipt of any responsive materials served upon me and in accordance with an order of the Tribunal.
7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent** (**SNIC**) and the **Non-Party** with a hearing c
Rules.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdins

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not authorized to do so).

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it must do so where was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated pages that could be faxed and notably TDGIC engaged in so.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even though you will get an "address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I unfortunately have experience with the same from my.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologize.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' and 'affiliations' between licen

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland for TDGIC, he had his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TI 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the time (March/Apr

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise". Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and from what I

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, C

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 *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 an "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 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 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. 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 Fi**
emails may be sent with 'scheduled send

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard copy of the entire with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served with the entire application record. This now only leaves the second accordance with Rule 9.2.2 and my opportunity to reply. I look forward to hearing from the LAT Registrar and thank you for your consideration and in advance for your assistance.

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

Disclaimer

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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 an "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 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 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. 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
emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm the same 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

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 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 up

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 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 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 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 (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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

Disclaimer

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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 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 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 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 (416.774.3120) and SNIC Burlington, and via email involving this LAT Proceeding.

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent Insurance

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario

Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur par



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Tribunaux décisionnels Ontario

image001.jpg
4K

To: Kevin McLean <mcleansniclat@gmail.com>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling Division to set a

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an informal or await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is a scheduled "AABS Scheduling Email" denoted therein. As we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included it as a contact.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" at indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a "writer

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is [101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8](#). Mr. Karat was the sole signatory and file Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from SNIC is: [416.774.3120](tel:4167743120).

Address Listed Herein for TD General Insurance Company (the "Non-Party")

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance [Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2](#).

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, that is no times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) pursuant *LAT Rules*

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions in Af historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and co

2. I confirm that in light of my recent discovery that the **905 Fax Number** *may* be controlled, associated or connected to TD General Insurance Company (**SABS Insurance Company**) that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes denoted as “S” to me in Ms. Persaud) to the **905 Fax Number**.

3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre-printed and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: **Suite 200, 4H8 (the "McNabb Building" or "SNIC Markham")**; and (ii) fax number: **416.774.3120 (the "SNIC Markham Fax Number")**, the **905 Fax Number** (but not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon **Number** is related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigated). The **Company**, as early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions on any other denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under **SABS**. As the Tribunal commenced my required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.

4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.

5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.

6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the “claims advisor” or “claims adjuster” since Sp apparently located at **SNIC** Markham. For context, I have continued the consented to and agreed email communication protocol between myself and Sp. Communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the “**Email Communication Protocol**”). But for a few responses continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.

7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Property Corporation). I am not aware of any other such document demands being made by TDGIC or its employees. I cannot speculate as to whether or not there are other documents or things in the possession, custody or control of the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for **NOM #13** potentially access to some or all of the requested documents or things in the TDGIC document demands).

8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have

9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around July (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to which we believe will be most helpful to me on a long term basis but there will be some recovery time.

10. I am unable to do so until I know a date for, at the very least, this NOM #13. While I do not think I will need much time on my own, or by way of assis undivided attention for that time period.

11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.

12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in not ir purposes, a copy of this email be filed in the e-filing portal for LAT (the “**Portal**”).

13. Thank you kindly.

^[1]It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the “*As Per A. Nurse*” printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in abeyance until documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will be a drain on the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

[15 Grosvenor Street](#), Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous #13 hearing brief (the “**HB**”) (collectively, the “**NOM #13 Hearing Brief**”).

2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in the Victoria Park Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain, if ordered, without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of TDGIC (in its Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this time.

3. *As such, would you kindly provide the date for the hearing of NOM #13?*

4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents. In the abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.

5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy.

6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly and

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

[15 Grosvenor Street](#), Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the "Non-Party") a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.

4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the “**Initial TDGIC Document Demand**”) on June 25, 2022 **NOM #13**, I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document Demands** (collectively, the “**TDGIC Document Demands**”).

5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and other potential further authorities I may tender in support of my “reply submissions”. The majority of these potential authorities are cited on CanLII to this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing documents or the **Proceeding**.

6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the schedule that I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with an order of the **Tribunal**.

7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, Tab 1).

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearing on the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (*SNIC Markham*)

FAX: 905-315-1074 (*SNIC Burlington*)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of TDGIC

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Flatest%2Frso-1990-c-s22.html&section1=5.4&searchId=2024-07-2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will need to be further confirmed that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT Rules.

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | **TD Insurance**

[101 McNabb St., Markham, ON L3R 4H8](#)

Also authorized to represent Primum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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, Toron

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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 w 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 "Insur 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 v

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial & 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 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 I (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")**

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On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding by w to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by the c address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer ac the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein as it was not aut signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that TD(Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today that since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but it appreciate that much is done electronically in this day and age but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumerated p blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted ou upshot is that had I sent via Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that even reaches its destination, Canada Post does not provide the "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their website. I t ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic to me in the address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC some information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘affiliations’

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value at the time representing the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by Mr. Nieuwland assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being at the time myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around the

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time, as TDGIC had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” and entirely provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 :

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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

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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 an 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 “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

Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **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 (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; **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”)

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On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the “Non Party”) has been served with a hard copy of the e-filing of my application for a hearing date. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already served. I leave the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 and my opinion. I thank the Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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

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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,
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
(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
involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial
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
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,
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")

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On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm
submissions and it was indeed six pages double spaced. Thanks 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,

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and syntax upon further review;

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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
(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
involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex F
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 .**
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.
(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

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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,

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recipi
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

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 no 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416-499-1111) 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.; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **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. Patrick St.) (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").

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent in inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur.



Tribunals Ontario
Tribunaux décisionnels Ontario

image002.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to all in your dept.

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling Division to set

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an informal basis. I await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is a s
“AABS Scheduling Email”) denoted therein. As we have not had to utilize that email to date, I did not have as a “contact” *per se*. I have now included it as a contact.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the “AABS Scheduling Email”
indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a “writt

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory and fil
Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland’s legal assistant. Their emails are copied herein. The fax number that I received from SNIC
is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the “Non-Party”)

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insuran
Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, that is 1 times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) pursuant to *LAT Rules*

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions in / historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and
2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance Co (**SABS Insurance Company**) that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes denoted as ' to me in Ms. Persaud) to the **905 Fax Number**.

3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre-printed and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suite 20 (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** was not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon further investigation related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigated) with early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albeit undenoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under *SABS*. As the Tribunal knows, I have my required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.

4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.

5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.

6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" since she is apparently located at **SNIC Markham**. For context, I have continued to and agreed email communication protocol between myself and SNIC for ongoing claims matters under TD Claim #3 (the "**Email Communication Protocol**"). But for a few responses continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.

7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Property) that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC should have the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for **NOM #13** (potentially access to some or all of the requested documents or things in the TDGIC document demands).

8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a hearing date set for **NOM #13**.

9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 9, 2024 (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to have a hearing date set for **NOM #13** which we believe will be most helpful to me on a long term basis but there will be some recovery time.

10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way of as a result of undivided attention for that time period.

11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.

12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in not including her, a copy of this email be filed in the e-filing portal for LAT (the "**Portal**").

13. Thank you kindly.

^[1]It appears to be associated with the TD General Insurance Company

^[2]As required by Reg 283

^[3]See: reference to the "*As Per A. Nurse*" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in abeyance until documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will be of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous #13 hearing brief (the "**HB**") (collectively, the "**NOM #13 Hearing Brief**").

2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al in Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain, if or without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of TDGIC (in Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this time.

3. As such, would you kindly provide the date for the hearing of NOM #13?

4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents with abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.

5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a copy of this letter.

6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly and

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #1**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 25, 2024. **NOM #13**, I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document Demand** (collectively, the "**TDGIC Document Demands**").
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and potential further authorities I may tender in support of my "reply submissions". The majority of these potential authorities are cited on CanLII at this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing documents or **Proceeding**.

6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the s that I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with an order

7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: HB, 5

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with a hearty the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsu

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Flatest%2Frso-1990-c-s22.html&section1=5.4&searchId=2024-C2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will need to I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT Rules

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this time

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

Yours truly,

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

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 speci~~fi~~ 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 righ 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 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 “In 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, an

Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financia 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 Ser 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; **Polic (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'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today’s date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding by to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference by address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not a signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that T Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS’s filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today th since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradsheet) but appreciate that much is done electronically in this day and age but this was simply not a “document” or “document package” as it required my inclusion of tabs and enumerated blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km’s from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted upshot is that had I sent via Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of that is that ev reaches its destination, Canada Post does not provide the “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (‘application’) or their website. ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic to me in address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC so information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘affiliator

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value at representing the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by Mr. 1 assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being a myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around t

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” and en provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, To

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 **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 rese 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 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 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 Burling

Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financi 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 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, Ontar 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'

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the “Non Party”) has been served with a hard copy of the Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was already leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 and my Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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,

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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 no 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (4 involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial 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 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 **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

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I confirm submissions and it was indeed six pages double spaced. Thanks 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

Disclaimer

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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 no 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (4 involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse”); **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 **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

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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

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 **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 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 no 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Markham (4 involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monne: National Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insur 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 (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 Proce

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario
Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.
Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur.



Tribunals Ontario
Tribunaux décisionnels Ontario

image002.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>, Josh.grant@ontario.ca

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today's date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced to SNIC at 5

Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC's fax number and is, by public documents, the fax number of TD Home And Aut

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC's factual fax number at its office of SNIC Markham for my purposes and for the S

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including this email and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax numbers, the same fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).
2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review leads to NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will err on the :
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was provided to me not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in Fall 2022 at
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides its fax num
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC Markham of for the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some historical issue see my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to all with SNI request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the "Sole Respondent")

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX [REMOVED]:

Formally the fax number of 416-774-3120

(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Markham but it is by "TD Home And Auto Insurance Company" (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the owner or conti

FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): 416-545-6130

Attention: board of directors of **TDGIC**

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company

Attention: Board of Directors of TDHA

[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to all in your c

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company – Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the “Filing Portal”) for ease of reference for AABS Scheduling Division to s

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an informal basis. I am awaiting to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is a reference to a “**AABS Scheduling Email**” denoted therein. As we have not had to utilize that email to date, I did not have as a “contact” *per se*. I have now included it as a contact.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the “**AABS Scheduling Email**” (with your indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a “written” hearing.)

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory and Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from SN is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party").

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance is: Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[i] that I had, that I received an auto-reply from Mr. Karat. Therefore, that is the last time regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[i]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this SNIC Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) pursuant to LAT Rules

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions in historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and
2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance C **SABS Insurance Company**) that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes denoted as to me in Ms. Persaud) to the **905 Fax Number**.
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with pre- and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suite 100 (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** was not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon further related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigated) that as early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albeit not denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under *SABS*. As the Tribunal knows my required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" since apparently located at **SNIC Markham**. For context, I have continued the consented to and agreed email communication protocol between my communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the "**Email Communication Protocol**"). But for a few reasons, I continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown Precinct) that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC should have the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for **NOM #13** so that I can potentially access to some or all of the requested documents or things in the TDGIC document demands).
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a hearing date set for **NOM #13**.
9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attempting to have a hearing date set for **NOM #13** which we believe will be most helpful to me on a long term basis but there will be some recovery time.
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way of my undivided attention for that time period.
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.

12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in n purposes, a copy of this email be filed in the e-filing portal for LAT (the “**Portal**”).

13. Thank you kindly.

[1]It appears to be associated with the TD General Insurance Company

[2]As required by Reg 283

[3]See: reference to the “*As Per A. Nurse*” printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in al documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard will of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario

Licence Appeal Tribunal (“LAT” or “Tribunal”) (Automobile Accident Benefits Service) (“AABS”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my previous #13 hearing brief (the “**HB**”) (collectively, the “**NOM #13 Hearing Brief**”).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain, if without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of TDGIC (i Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this time
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents with an abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with a
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of care, you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario

Licence Appeal Tribunal (“**LAT**” or “**Tribunal**”) (Automobile Accident Benefits Service) (“**AABS**”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Flatest%2Frso-1990-c-s22.html&section1=5.4&searchId=2024Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will need I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as “NOM #13”).

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT Ru

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this t

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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, Tor

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 spec 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 ri 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 a 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 " 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, ;

Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Finan 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 S 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; **Po (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'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference | address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he no longer the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was not signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) but appreciate that much is done electronically in this day and age but this was simply not a “document” or “document package” as it required my inclusion of tabs and enumeration blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escorted upshot is that had I sent via Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of that is that reaches its destination, Canada Post does not provide the “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (“application”) or their website ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic to me address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘affiliates’).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value representing the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by Mr. assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time TDGIC had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” and provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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,

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 **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 requests 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, in 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 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

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Finan 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**: BM 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, On. **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

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard copy of Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was all leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 and r Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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 We

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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 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 deliv (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex Fina 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**: BA 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), Tor 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 Proceedin

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I cc submissions and it was indeed six pages double spaced. Thanks 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 '

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the recip EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the auth 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") ha: 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 deli (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Mon National Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Ins**

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 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")

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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, Suite 1000, Toronto, Ontario M5G 1C1

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the use of the Person/Appellant only. If you are not a named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not a named addressee you should not disseminate, distribute or copy this e-mail. Any disclosures should be made to the sender in confidence and without delay. **OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software and may contain errors of 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") his 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham involving this LAT Proceeding.

Relevant particulars: ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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 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 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")

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Responder inadvertently in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario
Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.
Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur.



Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>, Josh.grant@ontario.ca

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 29, 2024

Re: Kind reminder of my request of SNIC to provide its fax number at its offices at SNIC Markham

Dear All:

A kind reminder to SNIC and its agents and representatives to provide me with its correct fax number on a general level, this **SNIC Proceeding** herein and NOM # TDGIC).

If SNIC has a specified contact for such a request, would it kindly provide me with the email contact information for the same?

I thank SNIC in advance for doing so.

Warm regards,

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

On Fri, Jul 26, 2024 at 4:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today's date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced to SNIC a

Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC's fax number and is, by public documents, the fax number of TD Home And Au

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC's factual fax number at its office of SNIC Markham for my purposes and for the

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including this email and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax numbers, the said fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).
2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review leads to NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will err on the
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was provided to not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in Fall 2022
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides its fax number
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC Markham for the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some historical issues see my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to all with SNIC request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the “Sole Respondent”)

Security National Insurance Company FSRA Registration Number 397 (“SNIC”)

Address in the SNIC Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “McNabb Building”)

FAX [REMOVED]:

Formally the fax number of 416-774-3120

*(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Markham but i
by “TD Home And Auto Insurance Company” (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the owner or co.*

FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 (“TDGIC”)

Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “VP Building”)

Fax number (served herein): 416-545-6130

Attention: board of directors of TDGIC

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company

FSRA Registration Number #1063

Attention: Board of Directors of TDHA

^[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to all in you

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling Division to

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an infor
await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is an "AABS Scheduling Email" denoted therein. As we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included it as a contact.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" (with indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a "video hearing".)

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory and Mr. Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from SNIC is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party")

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance Company is 100 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, the times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) _p1 *LAT Rules*

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definitions historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just &
2. I confirm that in light of my recent discovery that the **905 Fax Number** *may* be controlled, associated or connected to TD General Insurance **SABS Insurance Company**) that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes denoted to me in Ms. Persaud) to the **905 Fax Number**.
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with p and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: Suit (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon furt related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigated early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (albei denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under *SABS*. As the Tribunal know my required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regar
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" sir apparently located at **SNIC Markham**. For context, I have continued the consented to and agreed email communication protocol between m communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the "**Email Communication Protocol**"). But for a few continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crown F that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC shc the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for **NOM** potentially access to some or all of the requested documents or things in the TDGIC document demands).
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is t
9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or aroun (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am attem which we believe will be most helpful to me on a long term basis but there will be some recovery time.
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way o undivided attention for that time period.
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss in purposes, a copy of this email be filed in the e-filing portal for LAT (the "**Portal**").
13. Thank you kindly.

^[1]It appears to be associated with the TD General Insurance Company

^[2]As required by Reg 283

^[3]See: reference to the "*As Per A. Nurse*" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them in documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon my #13 hearing brief (the "**HB**") (collectively, the "**NOM #13 Hearing Brief**").

2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers et al. of the Victoria Park Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain, in whole or in part, the documents I seek without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of TDGIC Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this time.

3. As such, would you kindly provide the date for the hearing of NOM #13?

4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the documents. In the abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.

5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with the documents.

6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC Markham**)

FAX: 905-315-1074 (**SNIC Burlington**)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingl

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the "Non-Party") a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM**
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 2 **NOM #13**, I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document**

(collectively, the “**TDGIC Document Demands**”).

5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** potential further authorities I may tender in support of my “reply submissions”. The majority of these potential authorities are cited on Ca this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing document **Proceeding**.

6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with t that I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with an o

7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see: F

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent** (**SNIC**) and the **Non-Party** with a h the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@td

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frs-1990-c-s22%2Flatest%2Frs-1990-c-s22.html&section1=5.4&searchId=202Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar,

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will not be completed. I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LAT I

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During this

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | **TD Insurance**

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

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,

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 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 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, 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 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

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Financial 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 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; (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

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he not the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension that Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn today since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet appreciate that much is done electronically in this day and age but this was simply not a "document" or "document package" as it required my inclusion of tabs and enumeration blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be escupshot is that had I sent via Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of that is that reaches its destination, Canada Post does not provide the "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or their web ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic to me at the address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘affiliations’).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value (representing) the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC being myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 around March/April 2023.

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around that time (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” as I provide its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD Claim #3 and when it was not.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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 M5G 1K5)

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 only. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. **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 assumes no responsibility for any errors or omissions that may appear in this email.

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 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 LAT Registrar for the purpose of the hearing. He has not, is not, and will not have 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 Bu

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex Financial Services Inc.; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse”); **Insured Automobile:** 1 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 M5S 1A5 (the “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'

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the “Non Party”) has been served with a hard copy of the Certificate of Service. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC was leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 and the LAT Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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 M5G 1K5)

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's 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 de (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markha involving this LAT Proceeding.

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") h 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 de (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markha involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Fi 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:** 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), 7 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 Proce

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes, I submissions and it was indeed six pages double spaced. Thanks 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 Stre

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's 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 de (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markha involving this LAT Proceeding.

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") h 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 de (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markha involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex Fi Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **I 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), 7 Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS (the "LAT Proc

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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 S

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's 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 de (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markha involving this LAT Proceeding.

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") 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 d (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markh involving this LAT Proceeding.

Relevant particulars: : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche M National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); . **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 (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

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respond inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario

Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return e
Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'ex



Tribunals Ontario
Tribunaux décisionnels Ontario

image002.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>, Josh.grant@ontario.ca

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

July 30, 2024

Re: NOM #13 – Non-Party Production (section 5.4(1) of the SPPA and Rule 9.2.2)

Dear LAT Registrar and Mr. Grant:

I understand that Mr. Grant is back in the office today and I thank Ms. Cam for her email on his behalf last week.

I would be most grateful to know – informally or formally – when the above served and filed motion (with hearing brief in accordance with the LAT Rules) will be set for

Thank you kindly.

Warm regards,

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

On Mon, Jul 29, 2024 at 4:17 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 29, 2024

Re: Kind reminder of my request of SNIC to provide its fax number at its offices at SNIC Markham

Dear All:

A kind reminder to SNIC and its agents and representatives to provide me with its correct fax number on a general level, this **SNIC Proceeding** herein and NOM TDGIC).

If SNIC has a specified contact for such a request, would it kindly provide me with the email contact information for the same?

I thank SNIC in advance for doing so.

Warm regards,

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

On Fri, Jul 26, 2024 at 4:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today's date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced to SNIC

Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC's fax number and is, by public documents, the fax number of TD Home And

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC's factual fax number at its office of SNIC Markham for my purposes and for th

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including this e and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax numbers, the : fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).
2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review lead NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will err on
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was provided not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in Fall 202
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides its fax 1
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC Markhar for the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some historical i see my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to all with request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the "Sole Respondent")

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the SNIC Response:

101 McNabb Street, 2nd Floor
Markham, Ontario
L3B 4H8
(the "McNabb Building")

FAX [REMOVED]:

Formally the fax number of 416-774-3120

(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Markham bu
by "TD Home And Auto Insurance Company" (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the owner or c

FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.c

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "VP Building")
Fax number (served herein): 416-545-6130

Attention: board of directors of TDGIC

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company
FSRA Registration Number #1063

Attention: Board of Directors of TDHA

[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to all in yo

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling Division

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an info await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company
FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that there is an email titled "AABS Scheduling Email" denoted therein. As we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included it as a contact for your information.

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" to you (in case you need any indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is a 30-minute hearing.)

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory for SNIC. Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from SNIC is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party")

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance Company is: 100 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, I am writing to you several times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) - **LAT Rules**

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definition of **905 Fax Number** historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, just and fair manner.

2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance Company ("SABS Insurance Company") that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes denoted to me in Ms. Persaud) to the **905 Fax Number**.

3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) with and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: St (the “**McNabb Building**” or “**SNIC Markham**”); and (ii) fax number: **416.774.3120** (the “**SNIC Markham Fax Number**”), the **905 Fax Numb** not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon fu related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigat early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (all denoted “file” (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under *SABS*. As the Tribunal kn my required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.

4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.

5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this reg

6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the “claims advisor” or “claims adjuster” : apparently located at **SNIC Markham**. For context, I have continued the consented to and agreed email communication protocol between communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the “**Email Communication Protocol**”). But for a few continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.

7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crowr that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC s the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for **NO** potentially access to some or all of the requested documents or things in the TDGIC document demands).

8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding i

9. I appreciate that the Tribunal’s resources are valuable but as I have not had a response in quite some time despite my queries since on or aro (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am atte which we believe will be most helpful to me on a long term basis but there will be some recovery time.

10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by way undivided attention for that time period.

11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.

12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remiss purposes, a copy of this email be filed in the e-filing portal for LAT (the “**Portal**”).

13. Thank you kindly.

^[1]It appears to be associated with the TD General Insurance Company

^[2]As required by Reg 283

^[3]See: reference to the “*As Per A. Nurse*” printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of them documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon n #13 hearing brief (the "**HB**") (collectively, the "**NOM #13 Hearing Brief**").

2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers e Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of TDG Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this

3. *As such, would you kindly provide the date for the hearing of NOM #13?*

4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC w
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to **NOM #13**.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") on June 13, 2024. I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document Demand** (collectively, the "**TDGIC Document Demands**").
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **SNIC** and **TDGIC** of potential further authorities I may tender in support of my "reply submissions". The majority of these potential authorities are cited on the "Reply Submissions" stage of this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing documents in this **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with the efficient resolution of this matter, I will consent to providing a "reply" within 24 hours of receipt of any responsive materials served upon me and in accordance with an

7. As of today's date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see:

8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 ("**SNIC**")

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 ("**TDGIC**")

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frsso-1990-c-s22%2Flatest%2Frsso-1990-c-s22.html&section1=5.4&searchId=2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests will I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as “NOM #13”).

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the LA'

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During th

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primmum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Cor

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 Wes

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 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 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 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 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.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex 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 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 (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'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today’s date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceeding to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: reference to address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he notified the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it was signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension in Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS’s filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn that since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bradstreet) appreciate that much is done electronically in this day and age but this was simply not a “document” or “document package” as it required my inclusion of tabs and ensuing blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km’s from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be e-mailed that had I sent via Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of that is that it reaches its destination, Canada Post does not provide the “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (‘application’) or their website.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic to my address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and ‘address’).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face value (representing) the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed by its assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3 a

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around t TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in TD

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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 V

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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 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 exclusive 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 :

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche Monnex 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** 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 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'

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the “Non Party”) has been served with a hard copy Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC w leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 a Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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

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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”) 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the “SABS Insurer” or “SNIC”) via secure fax to SNIC Mark involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Monnex 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**: 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) **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 Proc

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purposes submissions and it was indeed six pages double spaced. Thanks 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 St

Disclaimer

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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" 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Mar involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche National Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse") **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 r (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 I

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for **OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege)**; this email may have been created using voice recognition softwar 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" 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Mar involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche National Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse" **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 (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 "L

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent's inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.

Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser l'expéditeur.



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image002.jpg
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Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>, Josh.grant@ontario.ca

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Via email (latregistrar@ontario.ca)

To:

LAT Registrar

AND TO:

Mr. Grant, case manager herein

Dear LAT Registrar

I am in receipt of your email which is copied below. Thank you for your guidance on the above and apologies in that regard. I have corrected the same in this email thread.

Would you kindly update, at your earliest convenience, regarding the query above so the parties and non-party(ies) can prepare accordingly for the hearing of the denoted matter.

Thank you.

Appendix

LATRegistrar (MAG)

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello Mr. McLean,

Further to your correspondence below in the above-referenced matter, I wanted to note that, unless the Tribunal instructs otherwise, a party's/representative's correspondence should be directed to LATRegistrar@ontario.ca, and should not be sent to Tribunal Member or staff personal email addresses.

Thank you,

1:46 PM (17 minutes ago)

Josh Grant
Case Management Officer
Licence Appeal Tribunal
416-317-5149
LATregistrar@ontario.ca
<http://tribunalsontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 11:51 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 30, 2024

Re: NOM #13 – Non-Party Production (section 5.4(1) of the SPPA and Rule 9.2.2)

Dear LAT Registrar and Mr. Grant:

I understand that Mr. Grant is back in the office today and I thank Ms. Cam for her email on his behalf last week.

I would be most grateful to know – informally or formally – when the above served and filed motion (with hearing brief in accordance with the LAT Rules) will be set for

Thank you kindly.

Warm regards,

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

On Mon, Jul 29, 2024 at 4:17 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 29, 2024

Re: Kind reminder of my request of SNIC to provide its fax number at its offices at SNIC Markham

Dear All:

A kind reminder to SNIC and its agents and representatives to provide me with its correct fax number on a general level, this **SNIC Proceeding** herein and NOI (TDGIC).

If SNIC has a specified contact for such a request, would it kindly provide me with the email contact information for the same?

I thank SNIC in advance for doing so.

Warm regards,

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

On Fri, Jul 26, 2024 at 4:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario
Licence Appeal Tribunal (“LAT” or “Tribunal”) (Automobile Accident Benefits Service) (“AABS”)
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today’s date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced to SN

Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC’s fax number and is, by public documents, the fax number of TD Home An

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC’s factual fax number at its office of SNIC Markham for my purposes and for

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including this and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax numbers, the fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).

2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review let me NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will err on the side of caution.
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was provided to me. It is not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in Fall 2023.
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides its fax number.
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC Markham for the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some historical issues with the fax number. See my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to all with the request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the "Sole Respondent")

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the SNIC Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "McNabb Building")

FAX [REMOVED]:

Formally the fax number of 416-774-3120

(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Markham by "TD Home And Auto Insurance Company" (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the owner of the fax number]

FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "VP Building")

Fax number (served herein): 416-545-6130

Attention: board of directors of TDGIC

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company

FSRA Registration Number #1063

Attention: Board of Directors of TDHA

[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to all in

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the “Filing Portal”) for ease of reference for AABS Scheduling Division

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an ir await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that the “**AABS Scheduling Email**”) denoted therein. As we have not had to utilize that email to date, I did not have as a “contact” *per se*. I have now included it as a

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the “**AABS Scheduling indulgence**).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it is

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received from is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party").

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[1] that I had, that I received an auto-reply from Mr. Karat. Therefore, times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[1]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this SNIC Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024 *LAT Rules*

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definit historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious, j
2. I confirm that in light of my recent discovery that the **905 Fax Number** *may* be controlled, associated or connected to TD General Insur: **SABS Insurance Company**) that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes den to me in Ms. Persaud) to the **905 Fax Number**.
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) wi and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Nun** not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investig early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions (i denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under **SABS**. As the Tribunal I my required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this n
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" apparently located at **SNIC Markham**. For context, I have continued the consented to and agreed email communication protocol between communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the "**Email Communication Protocol**"). But for a t continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Crow that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for N potentially access to some or all of the requested documents or things in the TDGIC document demands).
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceedin
9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or a (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am at which we believe will be most helpful to me on a long term basis but there will be some recovery time.
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by w undivided attention for that time period.
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was remi purposes, a copy of this email be filed in the e-filing portal for LAT (the "**Portal**").

13. Thank you kindly.

[1] It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the "As Per A. Nurse" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of their documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 heard of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal (“LAT” or “Tribunal”) (Automobile Accident Benefits Service) (“AABS”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon #13 hearing brief (the “**HB**”) (collectively, the “**NOM #13 Hearing Brief**”).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property managers Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of TD Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this time.
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of them. In the abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGIC with this letter.
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (**SNIC** Markham)

FAX: 905-315-1074 (**SNIC** Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, I would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario

Licence Appeal Tribunal (“**LAT**” or “**Tribunal**”) (Automobile Accident Benefits Service) (“**AABS**”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the “Non-Party”) a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to I
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the “**Initial TDGIC Document Demand**”) on **JUL 13, 2024**. I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document Demand** (collectively, the “**TDGIC Document Demands**”).
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to **S** potential further authorities I may tender in support of my “reply submissions”. The majority of these potential authorities are cited on this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing documents in this **Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist with that I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with
7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (see
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent** (**SNIC**) and the **Non-Party** with the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

*FAX: 416.774.3120 (**SNIC** Markham)*

*FAX: 905-315-1074 (**SNIC** Burlington)*

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1] <https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frs-1990-c-s22%2Flatest%2Frs-1990-c-s22.html&section1=5.4&search1=2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Requests w I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as “NOM #13”).

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the I

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. During

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance C

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 W

Disclaimer

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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, 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 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 Burli

Relevant particulars; ; **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monne 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:** E 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, Ont (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'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proc to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: ref address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that he the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was it

signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehens Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS’s filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to learn since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Brad appreciate that much is done electronically in this day and age but this was simply not a “document” or “document package” as it required my inclusion of tabs and er blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km’s from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to be upshot is that had I sent via Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of that reaches its destination, Canada Post does not provide the “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (‘application’) or thei ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologetic address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘associations’ and

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take at face representing) the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC, signed assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGI myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #.

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a “sleuthing exercise” provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in T

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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

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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 no 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 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

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Monn Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse”); **Insured Automot**

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 (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

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard c Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.2.2 Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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 St

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for th EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and the a 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 "Appellar 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 ar (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Me involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Mon Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Automa 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 Avem 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 P

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purpos submissions and it was indeed six pages double spaced. Thanks 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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for th EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software and t 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 "Appella 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 a (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC M involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloc National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse 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 Hea (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 "LA

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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 Ki

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he signed (Ontario), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC involving this LAT Proceeding.

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") 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 (Ontario), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloc National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse 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 Hec (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 "

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Respondent's inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by return email.
Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser par courriel.



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Tribunaux décisionnels Ontario

image002.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>
To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>
Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Thank you Mr. Grant for your email (see: Appendix). Apologies on the personal email front as I thought I had removed it but I did not.

I will see how best to make use of the time as this motion is an important one, along with reviewing the law, considering that this motion was filed and served some 21 or so days ago.

I would again ask that SNIC provide, at its earliest convenience, its fax number for its SNIC Markham location as it is now clear that the fax number of 416-774-3120 was not its fax number b

Appendix

LATRegistrar (MAG)

2:26 PM (10 minutes ago)

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

Hello Mr. McLean,

Further to the correspondence below in the above-referenced matter, any event scheduling on the file will be at the discretion of and per the instruction of a pending the issuance of a Motion Order on your filing dated July 9, 2024; apart from that, the Tribunal cannot provide any other information in that regard a

Also, as mentioned in my previous email to you, my personal email address should not be included in the recipients of your emails in this matter.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 2:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Via email (latregistrar@ontario.ca)

To:

LAT Registrar

AND TO:

Mr. Grant, case manager herein

Dear LAT Registrar

I am in receipt of your email which is copied below. Thank you for your guidance on the above and apologies in that regard. I have corrected the same in this email three

Would you kindly update, at your earliest convenience, regarding the query above so the parties and non-party(ies) can prepare accordingly for the hearing of the denote

Thank you.

Appendix

LATRegistrar (MAG)

1:46 PM (17 minutes a

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello Mr. McLean,

Further to your correspondence below in the above-referenced matter, I wanted to note that, unless the Tribunal instructs otherwise, a party's/representa should be directed to LATRegistrar@ontario.ca, and should not be sent to Tribunal Member or staff personal email addresses.

Thank you,

Josh Grant
Case Management Officer
Licence Appeal Tribunal
416-317-5149
LATRegistrar@ontario.ca
<http://tribunalsontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 11:51 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 30, 2024

Re: NOM #13 – Non-Party Production (section 5.4(1) of the SPPA and Rule 9.2.2)

Dear LAT Registrar and Mr. Grant:

I understand that Mr. Grant is back in the office today and I thank Ms. Cam for her email on his behalf last week.

I would be most grateful to know – informally or formally – when the above served and filed motion (with hearing brief in accordance with the LAT Rules) will be set

Thank you kindly.

Warm regards,

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

On Mon, Jul 29, 2024 at 4:17 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 29, 2024

Re: Kind reminder of my request of SNIC to provide its fax number at its offices at SNIC Markham

Dear All:

A kind reminder to SNIC and its agents and representatives to provide me with its correct fax number on a general level, this **SNIC Proceeding** herein and N TDGIC).

If SNIC has a specified contact for such a request, would it kindly provide me with the email contact information for the same?

I thank SNIC in advance for doing so.

Warm regards,

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

On Fri, Jul 26, 2024 at 4:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS)

- VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today's date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced to S

- Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC's fax number and is, by public documents, the fax number of TD Home /

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC's factual fax number at its office of SNIC Markham for my purposes and fi

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including this and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax numbers, fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).
2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review does NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will err on the side of caution.
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was provided to me in Fall 2023. It is clearly not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in Fall 2023.
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides its own fax number.
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC Markham for the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some historical issues with SNIC Markham see my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to all your request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the "Sole Respondent")

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the SNIC Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX [REMOVED]:

Formally the fax number of 416-774-3120

(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Markham by "TD Home And Auto Insurance Company" (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the owner]

FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the "**VP Building**")

Fax number (served herein): 416-545-6130

Attention: board of directors of **TDGIC**

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company

Attention: Board of Directors of TDHA

[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to all :

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the “Filing Portal”) for ease of reference for AABS Scheduling Divis

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on an await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note that “**AABS Scheduling Email**”) denoted therein. As we have not had to utilize that email to date, I did not have as a “contact” *per se*. I have now included it as

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the “**AABS Scheduling** indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that it

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory. Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party")

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance Company is: Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[i] that I had, that I received an auto-reply from Mr. Karat. Therefore, I am providing the following email addresses for future correspondence regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[i]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) *LAT Rules*

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the definition of **SNIC** herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious manner possible.
2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance Company ("SABS Insurance Company") that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes due to me in Ms. Persaud) to the **905 Fax Number**.
3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022) and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** was not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Upon my return to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigated) that the **905 Fax Number** may have been used as early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under *SABS*. As the Tribunal has required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.
4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in this regard.
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" as she is apparently located at **SNIC Markham**. For context, I have continued the consented to and agreed email communication protocol between us. Communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the "**Email Communication Protocol**"). But for the reasons stated above, I have continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (CIBC) that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TDGIC has the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for a date that will allow for potentially access to some or all of the requested documents or things in the TDGIC document demands).
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proceeding is to have a hearing date set for a date that will allow for potentially access to some or all of the requested documents or things in the TDGIC document demands).
9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 11, 2024 (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am not a lawyer and which we believe will be most helpful to me on a long term basis but there will be some recovery time.
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or by my legal counsel, undivided attention for that time period.
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.

12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was rer purposes, a copy of this email be filed in the e-filing portal for LAT (the “**Portal**”).

13. Thank you kindly.

[1]It appears to be associated with the TD General Insurance Company

[2]As required by Reg 283

[3]See: reference to the “*As Per A. Nurse*” printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of th documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 her of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario

Licence Appeal Tribunal (“LAT” or “Tribunal”) (Automobile Accident Benefits Service) (“AABS”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely upon #13 hearing brief (the “**HB**”) (collectively, the “**NOM #13 Hearing Brief**”).
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property manager of the Victoria Park Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain the same without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of the Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate at this time.
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all of the same. In the abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDGI with this letter.
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, I have also filed certificates of service for my service on SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS).)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the “Portal”).

TO:

Tribunals Ontario

Licence Appeal Tribunal (“**LAT**” or “**Tribunal**”) (Automobile Accident Benefits Service) (“**AABS**”)

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, **SNIC** and **TDGIC** (the “Non-Party”) a date for the hearing of **NOM #13**?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the “**Initial TDGIC Document Demand**”) on **J** **NOM #13**, I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document Demands** (collectively, the “**TDGIC Document Demands**”).
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to potential further authorities I may tender in support of my “reply submissions”. The majority of these potential authorities are cited this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing documents in the **Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist that I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with
7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Documents** (
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** with the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company).

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frso-1990-c-s22%2Fatest%2Frso-1990-c-s22.html&section1=5.4&search1=5.4&search2=2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Request: I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as “NOM #13”).

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. Durir

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance

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

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 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 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 waived 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 court for 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 Bu

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Monnex 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:** 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, ON; **(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'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record of proceedings to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see: Affidavit of Kevin McLean for address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension in Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in "reply".

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to be fair since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & Bruns) but also appreciate that much is done electronically in this day and age but this was simply not a "document" or "document package" as it required my inclusion of tabs and blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step to upshot is that had I sent via Canada Post, it would have undergone "mail forwarding". I have some experience with "outgoing mail forwarding" and the oddity of it reaches its destination, Canada Post does not provide the "forwarded address". In effect, you have to guess the "postal code" in the Canada Post app ('application') or tell me.

I commend the "concierge/security" whose name, from his "name tag" appeared to "Manavav" or "Manvav" as he was polite, courteous and professional, and apologize for the address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SNIC and TDGIC information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding 'associations' at the time).

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was "never involved in this matter". I found that difficult to take at face value representing the Fictitious Respondent (TDGIC) with what we now know was a "fictitious address". Shortly before the time of those representations by TDGIC, signed by assistant in Ms. Moraes (who I have defined as the "Fictitious Assistant" as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC and TDGIC myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD Claim #3.

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on or around March/April 2023; and
3. the last payment from SNIC (April 6, 2023);
4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing exercise" as it provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became involved in the matter.

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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, Suite 1000, Toronto, Ontario M5X 1C5

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the use of the **CLAIMANT** or **ASSISTANCE FROM THIRD PARTIES (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software and the sender assumes no responsibility for its content or accuracy.

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 reserved the right to 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 Tribunal for SNIC, in Security National Insurance Company (the "**SABS Insurer**" or "**SNIC**") via secure fax to SNIC Markham (416.774.3120) and SNIC Markham (416.774.3120).

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Mo Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Auton** 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), T 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

On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a hard Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself, SNIC leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Rule 9.: Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege); this email may have been created using voice recognition software and the 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 "Appel 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC 1 involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Meloche Mo Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured Auto** 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 Av 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

emails may be sent with 'scheduled send

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation purp submissions and it was indeed six pages double spaced. Thanks 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 Ki

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege); this email may have been created using voice recognition software and the 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 "Appe 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker**: Mel National Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spo

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 H (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 "

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended **OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software and may contain errors in 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 "Applicant"), 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Me National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **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 H (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 "

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the Registrar's inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



Tribunals Ontario
Tribunaux décisionnels Ontario

Confidential message which may be privileged. If received in error, please delete the message and advise me by retransmission.
Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et aviser par rémission.



Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Reply to the attention of: Mr. Kevin A. McLean (B.A., J.D., CIM)

(e): mcleansniclat@gmail.com

September 11, 2024

PRIVATE AND CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF THIS LAT PROCEEDING (see: LAT File: 23/015662/AABS)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO (TRIBUNAL) [1]

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON

M7A 2G6

Kind attention: LAT Registrar and case manager for this LAT Proceeding in Mr. Grant

AND TO (RESPONDENT PARTY) [2]

Address for service herein:

Security National Insurance Company

FSRA Registration Number 397 ("SNIC")

Address in the SNIC Response:

200-101 McNabb Street

Markham, Ontario

L3B 4H8

Fax: NONE

(the "McNabb Building")

Attention: (Deemed Representative for Respondent Party as of January 25, 2024):

Mr. David Karat

200-101 McNabb Street

Markham, Ontario

L3B 4H8

Attention: (Declared Representative for Respondent Party as of June 28, 2024):

Mr. Matthew Nieuwland

TD Insurance Staff Lawyers

38-66 Wellington Street

Toronto, ON M5K 1A2

(e): matthew.nieuwland@tdinsurance.com

Fax: (416) 599-7439

AND TO: (NON-PARTY) [3]

TD General Insurance Company

FSRA Registration #353

3650 Victoria Park Avenue, 9th Floor

North York, ON M2H 3P7

TDIADR@tdinsurance.com

Fax: (416) 774-3629

Attention (and pursuant to serving the current chief agent for a licensed insurer in Ontario by way of listed email):

Mr. James V. Russell
In his capacity as chief agent for TDGIC
(e): james.v.russel@tdinsurance.com

Re: Tribunal File Number: 23-015662/AABS (denoted as “McLean v. Security National Insurance Company”) (defined previously as, “**LAT Proceeding**” or “**SNIC Proceeding**”)
Re #2: NOM #13: respectful and polite request for the LAT Registrar to provide the Appellant, the Respondent, and the Non-Party with a written hearing date for NOM #13 (SNIC) and Non-Party (TDGIC).

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. As the LAT Registrar and Mr. Grant will be aware, along with the **Respondent Party** (SNIC) and the Non-Party (TDGIC), from my filing and service (with #13 along with my Costs Submissions (see: Tab 35), NOM #13 and my request for costs (“**Costs Submissions**”) are ready to be heard on the same day.
3. As there are now four (4) outstanding motions to be heard and limited time before the “hearing proper” (January 2025), time is becoming an increasing concern. As reasons mentioned in the NOM #13 Hearing Record as of September 10, 2024. For ease of memory purposes, NOM #13 was filed on July 9, 2024, and with a hearing date (absent Costs Submissions) to TDGIC’s mailing address above on July 11, 2024.
4. As the Tribunal is aware, I had been waiting for some time to schedule my long-awaited spinal surgery but there were a variety of obligations involving this clinic in the United States to have that surgery undertaken but in order to confirm the best date for me on which I can have the surgery performed, I will need to know.
5. My reading of *LAT Rule 9.2.2* requires the Tribunal to give the non-party (TDGIC) the opportunity to make submissions. I can confirm that as of today’s correspondence is contained within the scope of the document demands that I made upon it (pursuant to LAT Rule 9.2.2.) and under the orders or remedies sought under NOM #13.
6. I am seeking costs against SNIC so it must be entitled to the opportunity to file not only responsive submissions and evidence to NOM #13 but also file and serve a reply to my Costs Submissions.
7. I am entitled to a reply to both SNIC and TDGIC responsive materials to my NOM #13 Hearing Record, and presumably to any responsive costs submissions to my Costs Submissions.
8. Would you kindly revert back to myself, SNIC and TDGIC at your earliest moment with a **date** for the **written hearing** of this NOM #13 as I have to **September 13, 2024 at 1 p.m. EST**.
9. I am amenable to even receiving an *informal notice* from the case manager in Mr. Grant with the date of the written hearing and when I am required to file my responsive submissions.
10. Out of an abundance of caution and as per the above email that this NOM #13 would be heard in “due course”, I will file a copy of this email through the Portal.
11. Thank you kindly for your attention to the above and I await to hear from you via email.

Your truly,

/KAM

Mr. Kevin A. McLean

Warm regards,

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

On Tue, Jul 30, 2024 at 2:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Thank you Mr. Grant for your email (see: Appendix). Apologies on the personal email front as I thought I had removed it but I did not.

I will see how best to make use of the time as this motion is an important one, along with reviewing the law, considering that this motion was filed and served some 21 or so days ago.

I would again ask that SNIC provide, at its earliest convenience, its fax number for its SNIC Markham location as it is now clear that the fax number of 416-774-3120 was not its fax number.

Appendix

LATRegistrar (MAG)

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

2:26 PM (10 minutes ago)

Hello Mr. McLean,

Further to the correspondence below in the above-referenced matter, any event scheduling on the file will be at the discretion of and per the instruction of the Tribunal pending the issuance of a Motion Order on your filing dated July 9, 2024; apart from that, the Tribunal cannot provide any other information in that regard.

Also, as mentioned in my previous email to you, my personal email address should not be included in the recipients of your emails in this matter.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATregistrar@ontario.ca

<http://tribunalsontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 2:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Via email (latregistrar@ontario.ca)

To:

LAT Registrar

AND TO:

Mr. Grant, case manager herein

Dear LAT Registrar

I am in receipt of your email which is copied below. Thank you for your guidance on the above and apologies in that regard. I have corrected the same in this email this

Would you kindly update, at your earliest convenience, regarding the query above so the parties and non-party(ies) can prepare accordingly for the hearing of the deno

Thank you.

Appendix

LATRegistrar (MAG)

1:46 PM (17 minutes)

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello Mr. McLean,

Further to your correspondence below in the above-referenced matter, I wanted to note that, unless the Tribunal instructs otherwise, a party's/representative's correspondence should be directed to LATregistrar@ontario.ca, and should not be sent to Tribunal Member or staff personal email addresses.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATregistrar@ontario.ca

<http://tribunalsontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 11:51 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 30, 2024

Re: NOM #13 – Non-Party Production (section 5.4(1) of the SPPA and Rule 9.2.2)

Dear LAT Registrar and Mr. Grant:

I understand that Mr. Grant is back in the office today and I thank Ms. Cam for her email on his behalf last week.

I would be most grateful to know – informally or formally – when the above served and filed motion (with hearing brief in accordance with the LAT Rules) will be s

Thank you kindly.

Warm regards,

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

On Mon, Jul 29, 2024 at 4:17 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 29, 2024

Re: Kind reminder of my request of SNIC to provide its fax number at its offices at SNIC Markham

Dear All:

A kind reminder to SNIC and its agents and representatives to provide me with its correct fax number on a general level, this **SNIC Proceeding** herein and TDGIC).

If SNIC has a specified contact for such a request, would it kindly provide me with the email contact information for the same?

I thank SNIC in advance for doing so.

Warm regards,

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

On Fri, Jul 26, 2024 at 4:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today's date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced to

Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC's fax number and is, by public documents, the fax number of TD Home

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC's factual fax number at its office of SNIC Markham for my purposes and

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax number: fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).
2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was pro not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in F
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides it
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC M for the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some histo see my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to al request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the “Sole Respondent”)

Security National Insurance Company FSRA Registration Number 397 (“SNIC”)

Address in the SNIC Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “McNabb Building”)

FAX [REMOVED]:

Formally the fax number of 416-774-3120

(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Markham by “TD Home And Auto Insurance Company” (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the own

FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsura

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 (“TDGIC”)

Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “VP Building”)

Fax number (served herein): 416-545-6130

Attention: board of directors of TDGIC

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company

FSRA Registration Number #1063

Attention: Board of Directors of TDHA

^[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to a

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling Division

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 on :
await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note the "AABS Scheduling Email") denoted therein. As we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included it

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" (indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested that

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory. Mr. Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party")

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance Company is: 100 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[i] that I had, that I received an auto-reply from Mr. Karat. There times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[i]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) *LAT Rules*

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the de historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditio

2. I confirm that in light of my recent discovery that the **905 Fax Number** may be controlled, associated or connected to TD General Insurance (the "**SABS Insurance Company**") that I will not be sending any further faxes for any purposes (including but not limited to confirmatory faxes to me in Ms. Persaud) to the **905 Fax Number**.

3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2022 and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** was not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. Unrelated to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having investigated) as early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under *SABS*. As the Tribunal required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.

4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.

5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in the hearing brief.

6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the "claims advisor" or "claims adjuster" apparently located at **SNIC Markham**. For context, I have continued to consent to and agreed email communication protocol between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the "**Email Communication Protocol**"). But for the reasons, I have continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.

7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** (Colliers International) that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that TD has the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date set for the Tribunal to potentially access to some or all of the requested documents or things in the TDGIC document demands).

8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC Process** is to have a hearing date set for the Tribunal.

9. I appreciate that the Tribunal's resources are valuable but as I have not had a response in quite some time despite my queries since on or around July 9, 2024 (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I am not a lawyer and which we believe will be most helpful to me on a long term basis but there will be some recovery time.

10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, or to have my undivided attention for that time period.

11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.

12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I was not for the purposes, a copy of this email be filed in the e-filing portal for LAT (the "**Portal**").

13. Thank you kindly.

^[1]It appears to be associated with the TD General Insurance Company

^[2]As required by Reg 283

^[3]See: reference to the "*As Per A. Nurse*" printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier.

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to NOM #13, that we will hold my document demands of documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 I of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely u #13 hearing brief (the "**HB**") (collectively, the "**NOM #13 Hearing Brief**").

2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property mana Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to

without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of Victoria Park Building and the McNabb Building at the relevant times), I will revert back to those other non-parties. I will not speculate :

3. *As such, would you kindly provide the date for the hearing of NOM #13?*

4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks all abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.

5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve TDG

6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company):

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, you would kindly provide myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare accordingly.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response.
4. I kindly re-emphasize that I made my initial document demand upon **TDGIC** (the "**Initial TDGIC Document Demand**") or **NOM #13**, I courteously followed up with **TDGIC** thereafter with further particulars and requests to my **Initial TDGIC Document Demand** (collectively, the "**TDGIC Document Demands**").

5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notices to potential further authorities I may tender in support of my “reply submissions”. The majority of these potential authorities are cited at this stage how many will be relevant as I cannot speculate on the grounds that **TDGIC** may resist producing or disclosing documents in the **Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to assist me, I will consent to providing a “reply” within 24 hours of receipt of any responsive materials served upon me and in accordance with the **Rules**.
7. As of today’s date, **TDGIC** has not produced or disclosed one document or thing within the scope of the **Requested Document**.
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent (SNIC)** and the **Non-Party** in the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Fflaws%2Fstat%2Frs-1990-c-s22%2Flatest%2Frs-1990-c-s22.html&section1=5.4&sc2Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Request is still pending. I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as “NOM #13”).

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance with the Rules of Procedure.

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. Du

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company.

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 Str

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for the use or Assistance from Third Parties (no waiver of confidentiality or privilege); this email may have been created using voice recognition software and the author requests 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 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 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

Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program:** “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker:** Meloche & 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:** 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 (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'

On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today's date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the new further evidence in the record of to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (see address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal that the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein was signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misapprehension in Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS's filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However, to since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun & appreciate that much is done electronically in this day and age but this was simply not a “document” or “document package” as it required my inclusion of tabs and blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km's from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the step upshot is that had I sent via Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity of reaches its destination, Canada Post does not provide the “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (“application”) or ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and apologized address.

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software 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 "App collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he sign (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloche Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured At** 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 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 "S"

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation pu submissions and it was indeed six pages double spaced. Thanks 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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition software 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 "Ap collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he sign (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNI involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** A National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean S 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 (North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS (th

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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): 410-7

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intent OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice recognition 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 "A 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 (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SN involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean 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 North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the R inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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Confidential message which may be privileged. If received in error, please delete the message and advise me by
Message confidentiel dont le contenu peut être privilégié. Si reçu par erreur, veuillez supprimer ce message et av



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image002.jpg
4K

Kevin McLean <mcleansniclat@gmail.com>

To: "LATRegistrar (MAG)" <LATRegistrar@ontario.ca>

Cc: "Karat, David" <David.Karat@tdinsurance.com>, "matthew.nieuwland@tdinsurance.com" <Matthew.Nieuwland@tdinsurance.com>, "Ortiz, Christiana C" <Christiana.Ortiz@tdinsurance.com>

Dear All (Sirs/Mesdames/Other Gender Neutral Pronouns):

Without being repetitious and including the same, I confirm that a copy of the above noted email has been filed with the Tribunal. For self-evident reasons, I will not attach the LAT Registrar for prioritizing this request in light of the above.

Warm regards,

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

On Wed, Sep 11, 2024 at 12:56 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Reply to the attention of: Mr. Kevin A. McLean (B.A., J.D., CIM)

(e): mcleansniclat@gmail.com

September 11, 2024

PRIVATE AND CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF THIS LAT PROCEEDING (see: LAT File: 23/015662/AABS)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO (TRIBUNAL) [1]

Tribunals Ontario
Licence Appeal Tribunal (“LAT” or “**Tribunal**”) (Automobile Accident Benefits Service) (“**AABS**”)
15 Grosvenor Street, Ground Floor
Toronto, ON
M7A 2G6

Kind attention: LAT Registrar and case manager for this LAT Proceeding in Mr. Grant

AND TO (RESPONDENT PARTY) [2]

Address for service herein:

Security National Insurance Company
FSRA Registration Number 397 (“**SNIC**”)
Address in the **SNIC** Response:

200-101 McNabb Street

Markham, Ontario

L3B 4H8

Fax: NONE

(the “**McNabb Building**”)

Attention: (Deemed Representative for Respondent Party as of January 25, 2024):

Mr. David Karat
200-101 McNabb Street

Markham, Ontario

L3B 4H8

Attention: (Declared Representative for Respondent Party as of June 28, 2024):

Mr. Matthew Nieuwland
TD Insurance Staff Lawyers
38-66 Wellington Street
Toronto, ON M5K 1A2
(e): matthew.nieuwland@tdinsurance.com
Fax: (416) 599-7439

AND TO: (NON-PARTY) [3]

TD General Insurance Company
FSRA Registration #353
3650 Victoria Park Avenue, 9th Floor
North York, ON M2H 3P7
TDIADR@tdinsurance.com
Fax: (416) 774-3629

Attention (and pursuant to serving the current chief agent for a licensed insurer in Ontario by way of listed email):

Mr. James V. Russell
In his capacity as chief agent for TDGIC
(e): james.v.russel@tdinsurance.com

Re: Tribunal File Number: 23-015662/AABS (denoted as “McLean v. Security National Insurance Company”)(defined previously as, “**LAT Proceeding**” or “**SNIC Proceeding**”)
Re #2: NOM #13: respectful and polite request for the LAT Registrar to provide the Appellant, the Respondent, and the Non-Party with a written hearing date for NOM #13 along with my Costs Submissions (see: Tab 35), NOM #13 and my request for costs (“**Costs Submissions**”) are ready to be heard on the same day.
(SNIC) and Non-Party (TDGIC)

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. As the LAT Registrar and Mr. Grant will be aware, along with the **Respondent Party** (SNIC) and the Non-Party (TDGIC), from my filing and service (with NOM #13 along with my Costs Submissions (see: Tab 35), NOM #13 and my request for costs (“**Costs Submissions**”) are ready to be heard on the same day.
3. As there are now four (4) outstanding motions to be heard and limited time before the “hearing proper” (January 2025), time is becoming an increasing concern. As reasons mentioned in the NOM #13 Hearing Record as of September 10, 2024. For ease of memory purposes, NOM #13 was filed on July 9, 2024, and with a time (absent Costs Submissions) to TDGIC’s mailing address above on July 11, 2024.

4. As the Tribunal is aware, I had been waiting for some time to schedule my long-awaited spinal surgery but there were a variety of obligations involving this clinic in the United States to have that surgery undertaken but in order to confirm the best date for me on which I can have the surgery performed, I will need to
5. My reading of *LAT Rule 9.2.2* requires the Tribunal to give the non-party (TDGIC) the opportunity to make submissions. I can confirm that as of today's contained within the scope of the document demands that I made upon it (pursuant to LAT Rule 9.2.2.) and under the orders or remedies sought under NOM #13
6. I am seeking costs against SNIC so it must be entitled to the opportunity to file not only responsive submissions and evidence to NOM #13 but also file and
7. I am entitled to a reply to both SNIC and TDGIC responsive materials to my NOM #13 Hearing Record, and presumably to any responsive costs submission
8. Would you kindly revert back to myself, SNIC and TDGIC at your earliest moment with a **date** for the **written hearing** of this NOM #13 as I have t **September 13, 2024 at 1 p.m. EST.**
9. I am amenable to even receiving an *informal notice* from the case manager in Mr. Grant with the date of the written hearing and when I am required to file m
10. Out of an abundance of caution and as per the above email that this NOM #13 would be heard in "due course", I will file a copy of this email through the Por
11. Thank you kindly for your attention to the above and I await to hear from you via email.

Your truly,

/KAM

Mr. Kevin A. McLean

Warm regards,

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

On Tue, Jul 30, 2024 at 2:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Thank you Mr. Grant for your email (see: Appendix). Apologies on the personal email front as I thought I had removed it but I did not.

I will see how best to make use of the time as this motion is an important one, along with reviewing the law, considering that this motion was filed and served some 21 or so days ago.

I would again ask that SNIC provide , at its earliest convenience, its fax number for its SNIC Markham location as it is now clear that the fax number of 416-774-3120 was not its fax num

Appendix

LATRegistrar (MAG)

2:26 PM (10 minutes ago)

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

Hello Mr. McLean,

Further to the correspondence below in the above-referenced matter, any event scheduling on the file will be at the discretion of and per the instruction pending the issuance of a Motion Order on your filing dated July 9, 2024; apart from that, the Tribunal cannot provide any other information in that rega

Also, as mentioned in my previous email to you, my personal email address should not be included in the recipients of your emails in this matter.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 2:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Via email (latregistrar@ontario.ca)

To:

LAT Registrar

AND TO:

Mr. Grant, case manager herein

Dear LAT Registrar

I am in receipt of your email which is copied below. Thank you for your guidance on the above and apologies in that regard. I have corrected the same in this email

Would you kindly update, at your earliest convenience, regarding the query above so the parties and non-party(ies) can prepare accordingly for the hearing of the de

Thank you.

Appendix

LATRegistrar (MAG)

1:46 PM (17 minutes ago)

to me, David, matthew.nieuwland@tdinsurance.com, Christiana

 <https://mail.google.com/mail/u/0/images/cleardot.gif>

Hello Mr. McLean,

Further to your correspondence below in the above-referenced matter, I wanted to note that, unless the Tribunal instructs otherwise, a party's/representative's correspondence should be directed to LATRegistrar@ontario.ca, and should not be sent to Tribunal Member or staff personal email addresses.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATRegistrar@ontario.ca

<http://tribunalsofmontario.ca/lat/>

Warm regards,

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

On Tue, Jul 30, 2024 at 11:51 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 30, 2024

Re: NOM #13 – Non-Party Production (section 5.4(1) of the SPPA and Rule 9.2.2)

Dear LAT Registrar and Mr. Grant:

I understand that Mr. Grant is back in the office today and I thank Ms. Cam for her email on his behalf last week.

I would be most grateful to know – informally or formally – when the above served and filed motion (with hearing brief in accordance with the LAT Rules) will be heard.

Thank you kindly.

Warm regards,

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

On Mon, Jul 29, 2024 at 4:17 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 29, 2024

Re: Kind reminder of my request of SNIC to provide its fax number at its offices at SNIC Markham

Dear All:

A kind reminder to SNIC and its agents and representatives to provide me with its correct fax number on a general level, this **SNIC Proceeding** herein and the **TDGIC**.

If SNIC has a specified contact for such a request, would it kindly provide me with the email contact information for the same?

I thank SNIC in advance for doing so.

Warm regards,

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

On Fri, Jul 26, 2024 at 4:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
July 26, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario
Licence Appeal Tribunal ("LAT" or "Tribunal") (Automobile Accident Benefits Service) ("AABS")
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant (josh.grant@ontario.ca).

Re: Further discovery – today's date – the fax number of 416-774-3120 (provided to me, as required by SABS, in September 2022 and exclusively referenced

Re #2: the fax number of 416-774-3120 cannot be a Markham fax number and not SNIC's fax number and is, by public documents, the fax number of TD Home

Re #3: request – SNIC – through either Mr. Karat and/or Mr. Nieuwland provide SNIC's factual fax number at its office of SNIC Markham for my purposes at

Dear Sirs/Mesdames:

1. I write regarding the above. I have included this email under this thread herein and I thank Ms. Cam again for her email. The reason for including and I will file the same with the Filing Portal) is that as I was further investigating the service of the Non-Party (TDGIC) issue and various fax number of 416-774-3120 belongs to **TD Home And Auto Insurance Company** (FSRA Registration 1063).
2. Pardon my obtuseness or lack of familiarity with area codes in Ontario as I have lived most of my life outside of Ontario but my preliminary review NOT have a 416 area code, and is associated with 905 area code.
3. Therefore, some individual must have erred from the outset of my claim for accident benefits in providing the incorrect fax number for SNIC. I will
4. I have attached the document from the Ontario Business Directory regarding that same fax number and I have double checked against what was provided not a Markham fax number and it is clearly the same number as denoted by SNIC Markham (Ms. Nurse as "claims advisor") in its documents to me in
5. In the interim, I will NOT fax any further documents to that 416-774-3120 and I ask that the Tribunal NOT fax to that number until SNIC provides
6. I will continue to research the issue but I kindly ask that SNIC, through Mr. Karat and Mr. Nieuwland provides the factual fax number for SNIC. For the time being, I wished to ensure that SNIC can provide a factual fax number that is tied to the SNIC Markham office as there have been some miscommunications see my annotations in the attached document.
7. Thank you in advance for your anticipated cooperation gentlemen. Trusting that it will not take more than a few minutes to send back an email to request is prioritized by SNIC for the benefit of all. My best to all.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent Party (the "Sole Respondent")

Security National Insurance Company FSRA Registration Number 397 ("SNIC")

Address in the SNIC Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the "**McNabb Building**")

FAX [REMOVED]:

Formally the fax number of 416-774-3120

(represented to the Claimant, Insured Person, Injured Person and Appellant as the fax number for Security National Insurance Company SNIC Mark by "TD Home And Auto Insurance Company" (FSRA Registration Number: 1063^[1])): [removed for time being until explanation is provided by the ov FAX: fax removed for Burlington Address (as per Affidavit #29)

Emails for SNIC in this SNIC Proceeding

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsu

Non-Party (Insurance Company) #1

TD General Insurance Company, FSRA Registration Number 353 ("TDGIC")

Listed address in the SNIC Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue
North York, Toronto, Ontario
M2H 3B2
(the "VP Building")
Fax number (served herein): 416-545-6130

Attention: board of directors of TDGIC

Non-Party (Insurance Company)

Potential service to TDHA

TD Home And Auto Insurance Company
FSRA Registration Number #1063

Attention: Board of Directors of TDHA

^[1] <https://teao.fsrao.ca/en/enforcement/1851>

Warm regards,

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

On Fri, Jul 26, 2024 at 3:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Good Afternoon Ms. Tania Cam:

Thank you so much for the prompt confirmation and your email on behalf of Mr. Grant. I look forward to receipt of the same. Have a wonderful weekend to

Warm regards,

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

On Fri, Jul 26, 2024 at 2:28 PM LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hi Kevin,

Thank you for your email correspondences today.

A Motion Order will be released in due course in response to your Notice of Motion, dated July 8, 2024, received via eFiling on July 9, 2024.

Regards,

Sent on behalf of Josh Grant

Tania Cam

Case Management Officer

Licence Appeal Tribunal - Automobile Accident Benefits Service

15 Grosvenor St, Toronto, Ontario M7A 1N3

Phone: 289-980-3095

General Inquiries: 416-326-1356 / 1-888-444-0240

LATRegistrar@ontario.ca

tribunalsontario.ca



Tribunals Ontario

Tribunaux décisionnels Ontario

From: Kevin McLean <mcleansniclat@gmail.com>

Sent: Friday, July 26, 2024 1:00 PM

To: LATRegistrar (MAG) <LATRegistrar@ontario.ca>; Grant, Josh (MAG) <Josh.Grant@ontario.ca>; AABSScheduling (MAG) <AABSScheduling@ontario.ca>

Cc: Karat, David <David.Karat@tdinsurance.com>; matthew.nieuwland@tdinsurance.com; Ortiz, Christiana C <Christiana.Ortiz@tdinsurance.com>

Subject: Re: Tribunal file 23-015662/AABS - Kevin McLean vs. Security National Insurance Company -- Applicant's motion materials e-filed July 9, 2024

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the

July 26, 2024

To:

License Appeal Tribunal (AABS Scheduling Division) (AABSScheduling@ontario.ca)

Re: confirmed filing of the email thread for NOM #13 in the AABS e-file portal (the "Filing Portal") for ease of reference for AABS Scheduling I

Dear Sirs/Mesdames:

I write to confirm that the email thread has been filed in the Filing Portal regarding the above.

I appreciate that Mr. Grant is away until July 30, 2024 and, as such, I would be most grateful to know the hearing date and format for this NOM #13 or await to hear directly from the LAT Registrar, any case management officer and/or the **AABS Scheduling Division** of the License Appeal Tribunal.

Thank you kindly.

Copied to:

LAT Registrar

Mr. Josh Grant (a Case Management Officer in this SNIC Proceeding)

AND copied to:

SNIC's representatives in this SNIC Proceeding in Mr. Nieuwland and Mr. Karat

FORWARDED TO:

TD General Insurance Company

FSRA Registration #353

Warm regards,

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

On Fri, Jul 26, 2024 at 11:52 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Re: scheduling of NOM #13

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

In reviewing the email referenced with Vice Chair Logan copies wherein Ms. Sharon Nameni, another case management officer, was the author, I note the "AABS Scheduling Email" denoted therein. As we have not had to utilize that email to date, I did not have as a "contact" *per se*. I have now included

However, as I have also received an auto-reply from Mr. Grant that he is returning to the office on July 30, 2024, I am now copying the "AABS Scheduling Email" (indulgence).

(Dear AABS Scheduling, would you kindly provide a date for the hearing of my NOM #13 and the format in which it will be heard? I have requested the

Address for Service for SNIC and its ADR Specialist and its Declared Representative

The address for SNIC is in the SNIC Response which is 101 McNabb Street, 2nd Floor, Markham, Ontario L3B 4H8. Mr. Karat was the sole signatory. Nieuwland filed a DOR on June 28, 2024. Ms. Ortiz is Mr. Nieuwland's legal assistant. Their emails are copied herein. The fax number that I received is: 416.774.3120.

Address Listed Herein for TD General Insurance Company (the "Non-Party")

The address listed by the Tribunal in this SNIC Proceeding, and the address that I served with the NOM #13 hearing brief on July 11, 2024, for TD General Insurance Company, 100 Victoria Park Avenue, North York, Toronto, Ontario, M2H 3B2.

Thank you kindly in advance for kind attention and scheduling of this NOM #13.)

My best to all.

Warm regards,

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

On Fri, Jul 26, 2024 at 11:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

I confirm, out of an abundance of caution as a result of the email technological issues^[i] that I had, that I received an auto-reply from Mr. Karat. The times regarding the above email thread.

I will kindly await to hear from the Tribunal regarding the above. Thank you.

^[i]Where I was able to send emails but was not receiving the same with my previously listed email address

Warm regards,

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

On Fri, Jul 26, 2024 at 11:04 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 26, 2024

TO:

LAT Registrar (latregistrar@ontario.ca)

AND TO:

-

Case Manager of this **SNIC** Proceeding (*McLean vs. Security National Insurance Company*, 23-015662/AABS)

Mr. Josh Grant (Josh.grant@ontario.ca)

AND TO:

Included name of Vice Chair from the Tribunal in an April 15, 2024 email from another Tribunal case manager

Vice Chair Louise Logan (louise.logan@ontario.ca)

Re: I will not be sending any further faxes to the **905 Fax Number** addressed to **SNIC** or at all as per my evidence^[1] in affidavit #29

-

Re #2: kind request regarding the setting of a hearing date for **NOM #13** (hearing brief served on **SNIC** on July 10, 2024 and TDGIC on July 11, 2024) under the **LAT Rules**

Dear Sirs/Mesdames/Other Gender Neutral Pronouns:

1. I write regarding the above. I adopt the definitions from my filed documents in this **SNIC** Proceeding with a specific emphasis on the historical herein as this **NOM #13** is vitally crucial to have the merits of this **SNIC** Proceeding determined on its merits in the most expeditious manner.

2. I confirm that in light of my recent discovery that the **905 Fax Number** *may* be controlled, associated or connected to TD General Insurance Company (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** was not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. This appears to be consistent (which I am still having trouble with) as the **905 Fax Number** related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having trouble with) as the **905 Fax Number** early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under **SABS**. As the Tribunal required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.

3. While the only mailing address and fax address provided in the application benefits package and the various OCF documents (Fall 2020) and in the **SNIC Response** (signed and filed by Mr. Karat and served by Mr. Karat with a cover letter) were the following: (i) mailing address: (the "**McNabb Building**" or "**SNIC Markham**"); and (ii) fax number: **416.774.3120** (the "**SNIC Markham Fax Number**"), the **905 Fax Number** was not obtained and read until my return to Canada in October 2022) that also referenced the Burlington Address as a return mailing address. This appears to be consistent (which I am still having trouble with) as the **905 Fax Number** related to the head office of TD General Insurance at the **Victoria Park Building**. This appears to be consistent (which I am still having trouble with) as the **905 Fax Number** early as Spring^[3] or Summer 2023 had an impactful, intimate and exclusively controlling role as the insurance company making decisions denoted "file" (known and known) that was NOT TD Claim #3 but associated with my claims for accident benefits under **SABS**. As the Tribunal required documents for documents or things of TDGIC on June 25, 2024. Mr. Nieuwland filed a DOR for **SNIC** on June 28, 2024.

4. I served and filed my hearing brief, in accordance with the *LAT Rules*, on **SNIC** on or around July 9, 2024.
5. I served my hearing brief on TDGIC on July 11, 2024 by hand delivery at the **Victoria Park Building**. I kindly refer you to the COS in
6. I will further note for the record of proceeding herein that Ms. Persaud has apparently not been the “claims advisor” or “claims ad apparently located at **SNIC** Markham. For context, I have continued the consented to and agreed email communication protocol b communications between myself and **SNIC** for ongoing claims matters under TD Claim #3 (the “**Email Communication Protocol**”). But continued to include Ms. Persaud and Ms. Nurse for file continuity purposes.
7. I made document demands on the property managers of the **Victoria Park Building** (Colliers International) and the **McNabb Building** that any such document demands therein will be held in abeyance until the determination of this **NOM #13** for reasons of, inter alia, that I the same documents as those property managers. I cannot speculate but the only way to determine the same is to have a hearing date se potentially access to some or all of the requested documents or things in the TDGIC document demands).
8. For the reasons in my hearing brief for **NOM #13**, the only way in which I can properly advance my claims for relief in this **SNIC** Proc
9. I appreciate that the Tribunal’s resources are valuable but as I have not had a response in quite some time despite my queries since o (through any authorized individual) would provide a hearing date for **NOM #13**. I also kindly note, as I have previously referenced, that I which we believe will be most helpful to me on a long term basis but there will be some recovery time.
10. I am unable to do so until I know a date for, at the very least, this **NOM #13**. While I do not think I will need much time on my own, o undivided attention for that time period.
11. I would be most grateful for any sensitivity and consideration to the above. I look forward to hearing from you.
12. As noted, I have included Vice Chair Logan on this email as she was included, by review, in an April 15, 2024 email and perhaps I wa purposes, a copy of this email be filed in the e-filing portal for LAT (the “**Portal**”).
13. Thank you kindly.

[1] It appears to be associated with the TD General Insurance Company

[2] As required by Reg 283

[3] See: reference to the “*As Per A. Nurse*” printed language on April 20, 2023, in the Dhaliwal OCF-18 (signed by myself and Mr. Dhaliwal some 10 or so business days earlier

Warm regards,

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

On Tue, Jul 23, 2024 at 3:35 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

Dear Tribunal (LAT Registrar and Mr. Grant):

I write to confirm that I have filed a COS in relation to the service of TDGIC (via fax) regarding the above email.

I further confirm that I have informed the other non-parties, which are not subject to **NOM #13**, that we will hold my document demands c documents or things are to be preserved in the interim.

In presuming that TDGIC has copies of all of the same documents and things that I have requested of those other non-parties, having NOM #13 of the resources of the Tribunal.

Would you kindly revert back with a hearing date for NOM #13? Thank you in advance for your anticipated cooperation.

Copied or forwarded to: TD General Insurance Company (TDGIC FSRA Registration Number 353)

Warm regards,

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

On Tue, Jul 23, 2024 at 12:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 23, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS.)

-

VIA EMAIL AND PDF EMAIL (LATregistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal").

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**. I repeat and rely on my #13 hearing brief (the "**HB**") (collectively, the "**NOM #13 Hearing Brief**").
2. In the spirit of making constructive use of time, I can confirm that I made document demands upon the owners, property manager, and the Victoria Park Building. I will respect the confidentiality of those document demands but I can confirm that the consensus is that I will be able to obtain the documents without the necessity of having to also seek the same from the aforementioned other non-parties. To the extent that I cannot, by way of the Victoria Park Building and the McNabb Building at the relevant times, I will revert back to those other non-parties. I will not speculate.
3. *As such, would you kindly provide the date for the hearing of NOM #13?*
4. I further confirm that I have not received any documents or things from my **TDGIC Document Demands** so NOM #13 seeks : abundance of caution, I re-confirm that my written argument for NOM #13 is six pages double spaced.
5. I confirm that a copy of this letter will also be filed in PDF and signed form via the Portal. I can further confirm that I will serve T
6. Thank you.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz (christiana.ortiz@tdinsurance.com)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

Warm regards,

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

On Thu, Jul 18, 2024 at 3:06 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear LAT Registrar and Mr. Grant:

I write to confirm, as you have likely seen in the Portal, that I have filed certificates of service for my service on TDGIC and, out of an abundance of caution, I have also filed certificates of service for myself, SNIC and TDGIC with a date for the hearing of this NOM #13 so I (and presumably others) can prepare for the hearing.

Warm regards,

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

On Thu, Jul 18, 2024 at 9:00 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

July 18, 2024

PRIVATE CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF SNIC Proceeding (see: LAT File: 23/015662/AABS))

-

VIA EMAIL AND PDF EMAIL (LATRegistrar@ontario.ca) and E-filing through Tribunals Ontario portal (the "Portal")

TO:

Tribunals Ontario

Licence Appeal Tribunal ("LAT" or "**Tribunal**") (Automobile Accident Benefits Service) ("AABS")

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Kind attention: LAT Registrar and case manager for the SNIC Proceeding in Mr. Grant

Re: Respectful Query regarding the hearing date for NOM #13

Dear Sirs/Mesdames:

1. I write regarding the above. I adopt the definitions from the filed documents by myself in this **SNIC Proceeding**.
2. *Would you kindly provide myself, SNIC and TDGIC (the "Non-Party") a date for the hearing of NOM #13?*
3. I will invariably wish to have the opportunity to reply to any responsive submissions and affidavit material tendered in response to my Initial TDGIC Document Demand.
4. I kindly re-emphasize that I made my initial document demand upon TDGIC (the "**Initial TDGIC Document Demand**") **NOM #13**, I courteously followed up with TDGIC thereafter with further particulars and requests to my **Initial TDGIC Document Demand** (collectively, the "**TDGIC Document Demands**").
5. I can further advise the **Tribunal** that I have also, in the spirit of cooperation and full disclosure, provided separate notice of potential further authorities I may tender in support of my "reply submissions". The majority of these potential authorities are at this stage how many will be relevant as I cannot speculate on the grounds that TDGIC may resist producing or disclosing responsive materials in the **SNIC Proceeding**.
6. To ensure that this **SNIC Proceeding** is heard on its merits in the most expeditious, just and cost-effective manner and to as that I will consent to providing a "reply" within 24 hours of receipt of any responsive materials served upon me and in accordance with the **SNIC Proceeding**.
7. As of today's date, TDGIC has not produced or disclosed one document or thing within the scope of the **Requested Documents**.
8. I thank you in advance for your anticipated assistance in reverting back to myself, the **Respondent** (SNIC) and the **Non-Party** (TDGIC) in the **SNIC Proceeding** and the governing statutes, governing regulations and *LAT Rules*.

Your truly,

/KAM

Kevin A. McLean

Copied and/or forwarded to:

Respondent:

Security National Insurance Company FSRA Registration Number 397 (“**SNIC**”)

Address in the **SNIC** Response:

101 McNabb Street, 2nd Floor

Markham, Ontario

L3B 4H8

(the “**McNabb Building**”)

FAX: 416.774.3120 (SNIC Markham)

FAX: 905-315-1074 (SNIC Burlington)

Email (ADR Specialist): Mr. Karat (david.karat@tdinsurance.com)

Email (Representative as of June 28, 2024): Mr. Nieuwland (matthew.nieuwland@tdinsurance.com) and his assistant Ms. Ortiz ([christian](#)

Non-Party (Insurance Company)

TD General Insurance Company, FSRA Registration Number 353 (“**TDGIC**”)

Listed address in the **SNIC** Proceeding and public address listing (served on July 11, 2024)

3650 Victoria Park Avenue

North York, Toronto, Ontario

M2H 3B2

(the “**VP Building**”)

Fax number (served herein): (416) 545-6130

Attention: board of directors of **TDGIC**

[1]<https://www.canlii.org/en/#search/type=decision&origin1=%2Fen%2Fon%2Flaws%2Fstat%2Fso-1990-c-s22%2Flatest%2Fso-1990-c-s22.html&section1=5.482Fa86cfe155e0745f192b9d0a136d642af>

Warm regards,

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

On Fri, Jul 12, 2024 at 3:42 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr. Grant and LAT Registrar.

I confirm that I have received an auto-reply from Mr. Karat which is at Appendix #1.

I confirm that I have not received production of any of the documents or things from TDGIC that I requested by my Document Requests. As such, my Document Rec I further confirm that I provided a copy of the email herein to TDGIC and I have not had any response.

In the spirit of full disclosure and abundance of caution, I will file a copy of these emails with the Tribunal so they are part of the record of proceeding.

I look forward to hearing from the Tribunal as to the scheduling of the written hearing date for my notice of motion (defined as "NOM #13").

Upon knowing the due dates and responsive materials and my reply, I confirm that I will attend to having a joint hearing record filed for the Tribunal in accordance w

Thank you.

Appendix #1

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, June 13, 2024, and will return on Monday, June 17, 2024. E

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | TD Insurance

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primmum Insurance Company, Security National Insurance Company, TD General Insurance Company, and TD Home and Auto Insur

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 S

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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") h 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 exclt recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) and SNI

Relevant particulars; : **Insurance Policy #**: #001013511806 ; **Insurance Program**: “TD Insurance Meloche Monnex” (Alumni And Professional Program); **Broker**: Meloche Insurance Company; **Named Insureds**: BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) (“McLean Spouse”); **Insured Auton** 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), Toro. (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”)

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On Thu, Jul 11, 2024 at 7:45 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #13 – abundance of caution – certificate of service – e-receipt attached – as promised

Dear Mr. Grant and LAT Registrar,

As promised, kindly find attached:

1. Filed COS for service of TDGIC via hand delivery/courier of today’s date; and
2. E-receipt for the same.

In addition to my previous evidence and reasons for seeking access to the Requested Documents, I respectfully submit that the now further evidence in the record to why this NOM #13 is all the more urgent from a document preservation, production and disclosure standpoint for this Non-Party (TDGIC).

In my respectful submission, it was and is extraordinary bad faith by SNIC to not have informed the Tribunal that TDGIC had been residing at SNIC Markham (address of TDGIC for nearly a year and a half).

Further, Mr. Nieuwland as counsel to TDGIC, without having filed any removal of representative form with the Tribunal and/or informed myself and the Tribunal the Tribunal that not only was TDGIC not a proper party herein but that the address denoted in countless documents for TDGIC (albeit not filing a response herein signed and filed, prima facie, by Mr. Karat) was **incorrect**.

Without sounding virtuous in any way, I kindly note the above for the benefit of the Tribunal as well in the event that some other lay litigants are under the misap Toronto, Ontario.

I am, of course, still digesting the above and likely something to address in “reply”.

I can re-confirm, as I have in my previous COS’s filed with the Tribunal for TDGIC, that TDGIC and SNIC have different fax numbers and that remains. However since approximately 14 to 15 months ago is not only a matter that TDGIC must correct for the public (as it appears in Google searches and the likes of Dun appreciate that much is done electronically in this day and age but this was simply not a “document” or “document package” as it required my inclusion of tab blocking of my recent faxes as I tried to send part of the entire application record via fax.

As it is common knowledge, it is approximately 27 km’s from downtown Toronto to 3650 Victoria Park Avenue, North York, Toronto, and had I not taken the st upshot is that had I sent via Canada Post, it would have undergone “mail forwarding”. I have some experience with “outgoing mail forwarding” and the oddity reaches its destination, Canada Post does not provide the “forwarded address”. In effect, you have to guess the “postal code” in the Canada Post app (“application”) ago.

I commend the “concierge/security” whose name, from his “name tag” appeared to “Manavav” or “Manvav” as he was polite, courteous and professional, and a address.

Since TDGIC and SNIC have the same mailing address, it is a somewhat of a fortuitous motion that I brought in NOM #13 as it will provide insight into how SN information and documents of mine albeit in the same premises (see: reference to the same under LSO By-Laws which I believe is By-Law 7 regarding ‘association

I note, somewhat parenthetically, that Mr. Nieuwland represented that Mr. Papadimitropoulos was “never involved in this matter”. I found that difficult to take representing the Fictitious Respondent (TDGIC) with what we now know was a “fictitious address”. Shortly before the time of those representations by TDGIC assistant in Ms. Moraes (who I have defined as the “Fictitious Assistant” as his actual legal assistant was and is Ms. Ortiz).

I will obviously be relying on this evidence for having met the low threshold for relevance of documents or things in this SNIC Proceeding in light of SNIC an myself, on or around March/April 2023. As the Tribunal will note in the Application Record for NOM #13, my evidence was that TDGIC became involved in TD (

1. the request, purportedly from SNIC, to communicate via email (which I denied for the aforementioned reasons);
2. the Spam Faxes: that ironically directed me to the fax number for TDGIC and an address in North York which TDGIC has not occupied since on o TDGIC) had no record of my TD Claim #3 and requested (which I denied) to not fax SNIC Markham;
3. the last payment from SNIC (April 6, 2023);

4. the Nurse Forged Signature on the OCF-18, Part 12 (April 20, 2023); and
5. other particulars denoted.

I will continue to investigate the connections between the above with some cognitive and dispassionate analysis but this will of course become less of a "sleuthing provides its list of documents et al. Of course, as part of the relief sought in my NOM #13, TDGIC will need to provide delineation between when it became invol

Lastly, I look forward to a confirmation of this hearing date from the LAT Registrar. Thank you.

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 Kin

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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 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 had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) a

Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloch Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured** 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 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")

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On Thu, Jul 11, 2024 at 10:38 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant and LAT Registrar, I write to confirm, as a courtesy, that TD General Insurance Company (the "Non Party") has been served with a Toronto, Ontario. A certificate of service will be filed in accordance with the LAT Rules. I can now confirm that the only other party, besides myself leaves the setting of the hearing date with timelines for the Non-Party being extended an opportunity to make submissions in accordance with Ru Registrar and thank you for your consideration and in advance for your anticipated cooperation in setting the earliest hearing date possible.

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 Kin

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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 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 had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SNIC Markham (416.774.3120) a

Relevant particulars; : **Insurance Policy** #: #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** Meloch Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean Spouse"); **Insured** 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 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

On Wed, Jul 10, 2024 at 18:04 Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Mr Grant,

For courtesy purposes I will continue to copy Mr Karat unless he notifies me that he is no longer the ADR specialist for SNIC. For confirmation submissions and it was indeed six pages double spaced. Thanks 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): 410-77

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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 "Plaintiff"), collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he has submitted (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SABS involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean 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 North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS"

emails may be sent with 'scheduled send'

On Wed, Jul 10, 2024 at 17:37 Kevin McLean <mcleansniclat@gmail.com> wrote:

Thanks kindly Mr Grant. Greatly appreciated.

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

Disclaimer

DUTY OF CONFIDENTIALITY: The contents of this email, and its attachments are confidential, solely for the specified purposes above, and intended for use by the named insureds only. **OF EMAIL or Assistance from Third Parties (no waiver of confidentiality or privilege):** this email may have been created using voice recognition software 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 "Plaintiff"), collection, use or access ("CUA") of his PII, PHI, or SPI ("Confidential Information" or "CI") that is inconsistent with any OCF documents that he has submitted (Ontario)), whom he had recourse against for SABS, in Security National Insurance Company (the "SABS Insurer" or "SNIC") via secure fax to SABS involving this LAT Proceeding.

Relevant particulars; : **Insurance Policy #:** #001013511806 ; **Insurance Program:** "TD Insurance Meloche Monnex" (Alumni And Professional Program); **Broker:** National Insurance Company; **Named Insureds:** BMW Financial Services Inc. (A Division of BMW Canada Inc.); and Nicole Artopoulos (B.A., M.A.) ("McLean 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 North York Reporting Collision Centre) (see: affidavit #3); and **TD Insurance Claim #:** 035325790-3 ("TD Claim #3"); and **AABS File Number:** "23-015662/AABS"

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On Wed, Jul 10, 2024 at 14:05 LATRegistrar (MAG) <LATRegistrar@ontario.ca> wrote:

Hello Mr. McLean and Mr. Nieuwland,

Further in the above-referenced matter, I have corrected the party information listed in my email subject, as the inadvertence in my previous email.

Thank you,

Josh Grant

Case Management Officer

Licence Appeal Tribunal

416-317-5149

LATregistrar@ontario.ca

<http://tribunalsontario.ca/lat/>



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