Jurisdiction: *Provincial (Ontario)*
Governing Automobile Insurance Legislation*: Insurance Act, R.S.O., 1990,* c I.8 et seq ("*Insurance Act*" or "Ins. Act")
Governing Automobile Provincial Regulations*: SABS and Reg 664*
Governing FSRA Rule*: Unfair Deceptive or Act Practices Rule 2022 et seq* Unfair or Deceptive Acts or Practices Rule as amended by Deferred Sales Charge Amendment 2 Approved by Minister of Finance: January 30, 2024 *("**UDAP Rule**")*
Insurance[1] Policy #: #001013511806 (the "Insurance Policy", "**Insurance Contract**"[2] or "Insurance Policy #806")
Insurance Program and Product*: Alumni And Professional Program*
Underwriter/Insurer*: Security National Insurance Company (**FSRA** Insurance Registration **#397**[3])*

> ***Combined Name with two distinct trademarks for two different insurance programs****: "TD Insurance Meloche Monnex"*
> ***Trademark word holder of "TD Insurance":*** *The Toronto-Dominion Bank ("TD Bank")*
> ***Trademark word holder of "Meloche Monnex":*** *Meloche Monnex Inc. ("MMI"), a CBCA incorporated company in [NTD:*

"Broker": *Meloche Monnex Financial Services Inc. (the "**Broker**" or "**Agent**", or "**MMFSI**")*
"Named Insureds": *BMW Financial Services Inc. (A Division of BMW Canada Inc.) (defined as "**BMW FS Inc**."; and Nicole Artopoulos (B.A., M.A.) ("**McLean Spouse**" or "**Individual Policyholder**")*
Insured Automobile*: BMW 3 Series Xi Drive 2019 4DR AWD*
Lessee*: Nicole Artopoulos*
Lessor*: **BMW FS Inc.***
Insured Person[4]*: Mr. Kevin A. McLean (B.A., J.D., CIM) ("Artopoulos Spouse", "Insured Person", "Unnamed Insured Person", "Occupant" ,"Appellant", Applicant", or "Claimant"[5])*

***Date of Loss**: August 31, 2022 ("**DOL**" or "**Date Of Loss**")*
***Location of Loss**: 320 to 360 Spadina Road (Northbound) (between Heath Rd and St. Clair Avenue), Toronto, Ontario (multiple postal codes due to involuntary movement of Insured Automobile by force of being rear-ended by the tortfeasor (insured by the tort insurer in Pembridge Insurance Company ("**Pembridge**" or "**Tort Insurer**")*
***Police File Number (North York Reporting Collision Centre):** Affidavit #3, Exhibit "A"*
TD Insurance Claim #:**035325790**[6]
TD Insurance Claim # for Appellant: **035325790-3** *("**TD Claim #3**")*

***AABS File Number*: "23-015662/AABS"[10]**

BETWEEN:

Kevin Alexander McLean

APPLICANT/APPELLANT

AND:

TD Insurance Meloche Monnex[11] [12] [13] [14] (**Security National Insurance Company)**

RESPONDENT

Re: In a matter of an **Appeal** (also defined as "**Application**", "**Application Of Injured Person**" or "**Application**") by the **Appellant** (also defined as "**Applicant**", "Claimant" or "Beneficiary"[15])[16] under the *Insurance Act*, RSO 1990, c I.8 et seq[17] (the "*Insurance Act*") in the above-noted **AABS Claim Number** (also defined as "**SNIC Proceeding**")

Re #2: in a motion regarding section 21.1 of the *SPPA*

Re: NOM #8
May 20, 2024

APPLICANT/APPELLANT (PARTY)	**RESPONDENT PARTY**[18]
Mr. Kevin A. McLean (B.A., J.D. CIM) 410-775 King Street West, Toronto, Ontario, M5V 2K3 **Telephone**: 647.513.1270 **Email**: **MCLEANSNICLAT@GMAIL.COM**	**Security National Insurance Company** (Securite Nationale Compagnie D'Assurance) **Insurance License Number : #397** ("**SNIC**", "***SABS* Insurer**", and "**SNIC #397**") **Canadian Head Office** [19] [20] 12th floor-50 Place Cremazie, Montreal, QC H2P 1B6
	Address for Service in the **Purported SNIC Response** 101 McNabb Street, **Markham**, Ontario, L3R 4H8

	("**SNIC** Markham")
	AND TO (2):
	Unlicensed Non-Exempt Representative to **SNIC** ("**Non-Exempt Non-Licensee**"): Mr. David **Karat** employed by TD Insurance[22] at the premises situated at 101 Mcnabb St, **Markham**, Ontario, L3R 4H8 ("**SNIC Markham**")[23]**;** ("**Karat**", "**ADR Representative**", "**ADRR**", "**ADR Specialist**" or "**Sole Signatory**" (of the "**Purported SNIC Response**"); 101 McNabb Street **Markham**, Ontario, L3B 4H8 877 855-3767 E-mail : david.karat@tdinsurance.com
	AND TO (3):
	TD General Insurance Company ("Non-*SABS* Insurance Company") 3650 Victoria Park Avenue North York, Toronto, Ontario
	AND TO (4):
	Legal Representative **to Non-SABS Insurance Company (Non-Entitled Party)**
	Mr. Matthew **Nieuwland**, Barrister and Solicitor with the **LSO** **LSO** No. 71045A **Status:** "Employed – Practising Law" L1 Licensee[24] with **LSO**[25],

Employed by **TD Insurance Staff Legal** ("**TDISL**") Individual address for service: 66 Wellington St W, Toronto, Ontario, M5K 1A2 Email in **Nieuwland DOR (Non-*SABS* Insurance Company; Non-Respondent and Non-Party)** (January 30, 2024) (e): matthew.**Nieuwland**@tdinsurance.com[26]
AND COPIED TO (5):
Copied to: legal assistant to Mr. Nieuwland and "Ashley Dunkey"[27] Ms. Christiana Ortiz Christiana.ortiz@tdinsurance.com

AND TO (6):

(SOLELY FOR PURPOSES OF POTENTIALLY INTERVENING IN THE HEARING OF THIS MOTION OR BY WAY OF AMICUS CURAE)[28]:

Financial Services Regulatory Authority ("**FSRA**")
25 Sheppard Ave W
Suite 100,
North York, ON
M2N 6S6

Attention: The Chief Executive Officer of the **FSRA**, Mr. Mark White[29]
Attention: **FSRA** regulatory department for automotive insurers in Ontario
(e): contactcentre@**FSRA**o.ca

Part 1: The Insured Person (Appellant) and The Insurer (*SABS* Insurer) [30]

1. The **Appellant** was involved in an **Accident**[31] on August 31, 2022 ("**DOL**") and sought, pursuant to section 268(3) of *Ins. Act*, *SABS* benefits pursuant to and payable under the *Schedule*[32] from the sole Ontario licensed automobile insurer (see: *FSRAO registration number* 397[33]) whom had recourse against in **Security National Insurance Company.** [34] [35] The granting of the order herein is not only required as a matter of law; specifically, s. 2 of the *SPPA* and s. 64 of the *Leg. Act*, but it also raises issues of public importance that transcend the Appellant's immediate interests, while providing clarity[37] to an issue in LAT proceedings. Granting the relief herein will promote access to justice for a disadvantaged group of unsophisticated beneficiaries[38] – car accident "victims" – who often face power imbalances and cost issues against their sophisticated and resource-wealthy insurers in claims handlings or dispute resolution aspects[39] of their legal interests.[40] There is no dispute herein that **SNIC** was, is and will be the SABS Insurer until this **Insured Person** (Appellant) settle, pursuant to Reg 664, s. 9.1 or the Tribunal (subject to appeals) decides all issues of fact and law in this **SNIC** Proceeding or future **SNIC** proceedings by either this Insured Person or **SNIC** applying to the Tribunal.

2. As "party" is not defined under the *Ins. Act*, one must turn to what is meant by "persons entitled by law to be parties". [41]

Part 1(A): Two Federally Registered Trademarks: " 'TD Insurance' 'Meloche Monnex' "[42]

3. "*TD Insurance Meloche Monnex*" is defined by the www.melochemonnex.com website [43], as: (i) home and ***auto*** insurance *policies* for '*Alumni and Professionals'* **underwritten** by **SNIC** (the "**Alumni Program**"); and (ii) home and ***auto*** insurance policies for 'Employer Groups' underwritten by Primmum (the "**Employer Program**").[44] [45] [46]"*Meloche Monnex*"[47] is a trademark (see: **TMA419498)** by its current owner, **Meloche Monnex Inc.**[48] "*TD Insurance*"[49] is a trademark (see: **TMA1191290**[50];) of 'The Toronto-Dominion Bank' ("**TD Bank**") which is a *Schedule 1 bank*.[51] The **TD Bank Group**[52] [53], includes 65 global subsidiaries[54] which are controlled, either directly or indirectly, by **TD Bank**[55]. [56] [57] [58] [59]

Part 1(B): *Chronology: determinations – **SNIC** – lack of compliance - SABS & UDAP Rule*[60]

4. In early October 2022, the **Appellant** delivered to **SNIC**'s **Markham** office, via secure fax,[61] the duly signed **OCF-1** and **OCF-2**, along with his **Beneficiary Bank Account** particulars. From October 2022 to April 6, 2023, **SNIC** partially complied[62] with some obligations under *SABS* as the sole payor of benefits ("***SABS* Sole Payor**").[63] After exclusive delivery of the **October 2022 MRI Report** and the **OCF-18** (March 30, 2023) to **SNIC**, **SNIC** purported to deny $129.43 (of $215) of **Dhaliwal Full Body Assessment**[64] and paid/ approved $1995 (of $2695) in rehab sessions.[65] [66] [67] [68] [69] [70] From April 21, 2023 to present, *Rehab Mechanics* has delivered three (3) further OCF-18's, duly signed by Mr. Attwala (PT) and the **Appellant**, to **SNIC** .[71] [72] [73] [74] [75] [76]

Part 1(C): *The Non-SABS Insurance Company:* ***FSRA*** *Registration License Number* ***#353***[77]

5. "**TD General Insurance Company**"[78] was non-existent until "**CT Direct Insurance Inc**."[79] changed its name to **TDGIC** in 2000. [80] **TDGIC**'s **FSRA** registration number has been and remains **#353**.

Part 1(D): Chronology

6. On December 24, 2023, the **Appellant** paid the requisite fees for filing his **Appeal**[81] with the **Tribunal** and then served **SNIC** (attention: claims adjusters) with the Appeal and its listed and attached documents therein which contained all of the **SNIC** denial decisions or failures to respond (the "**SNIC** Denial Decisions"). [82] [83] On January 3, 2024, the **Appellant** filed and served **SNIC** with his 1st NOM hearing brief ("**HB**"). [84] On January 11, 2024, the **Appellant** filed and served upon **SNIC**, his **2nd NOM**.[85] On January 14, 2024, the **Appellant** filed and served **SNIC**, his **3rd NOM.** The **Appellant** exclusively identified the sole respondent as "*TD Insurance Meloche Monnex*" (**SNIC**) in each of the three aforementioned motions (the "**January Motions**"). [86] For unknown reasons to the Appellant[87] , Adj. Lake, on or around January 16, 2024[88], issued a decision with orders, wherein she declined to decide the **January Motions**[89], but contrary to the style of cause therein and the **Appeal** [90] [91], erroneously denoted the *sole respondent [sic]* as *TD General Insurance Company [sic]*. [92] [93] [94]

7. On January 23, 2024, **Karat**[95], unknown to the **Appellant** at the time, emailed the **Appellant** (copied Nieuwland ('counsel' in **SNIC** Proceeding) and Persaud (Adjuster: **SNIC** Burlington) that he was

'representing the Security National Insurance Company", 'assigned' as the "ADR" to handle *this* LAT dispute along with requesting, on behalf of **SNIC**, a communication protocol[96].[97] [98]

8. Despite the *technical deficiency error* by Adj. Lake in her January 16, 2024, decision, **Karat**, on January 25, 2024, signed and filed the sole 'Response Of An Insurance Company herein' which was the **SNIC Response**[99] [100] and then emailed the **Appellant** (without Nieuwland or Persaud copied) with **SNIC**'s **Response**[101] along with a cover letter[102] [103] that had its stated author as TD Insurance Meloche Monnex and the return address of **SNIC Markham**.[104] [105] Despite Adj. Lake's error, **SNIC** corrected the *technical deficiency error* by Vice Chair Lake.[108] [109]

9. However, on January 30, 2024, Nieuwland, through a non-legal assistant ("**Moraes**" or "**Fictitious Legal Assistant**")[110] to him, provided the **Appellant** with a **DOR** on behalf of **TDGIC** (not **SNIC**).

10. On April 11, 2024, in the **TDGIC Motion Responsive Submissions**, signed by Nieuwland[111], to NOM #4 and #6, engaged in revisionist history[112], contrary to the documents authored by Karat or, *prima facie*, signed and filed by Karat on behalf of **SNIC**, and then attached unsworn, unnumbered and unindexed documents,[113] that exclusively referenced correspondence allegedly on file of "TDIMM" (**SNIC**) to the **Appellant** via regular mail and from the Appellant to **SNIC**. [114] [115] [116]

11. On May 2, 2024[117], in relation to **NOM #4** and **NOM #6**[118], Nieuwland (with Karat appearing as the ADR Specialist[119] for **SNIC**)[120] orally[121] represented, contrary the April 11 submissions (supra) solely on behalf of **TDGIC**,[122] that **SNIC** and **TDGIC** were and are "*one and the same*". [123] [124] The **Appellant** objected and reserved his rights. [125]

12. "***One And The Same***" is defined, by *Collins Dictionary* as "When two or more people or things are *thought* to be separate and you say that they are one and the same, you mean that they are *in fact* one single person or thing".[126] While there is no dispute what Nieuwland thought and meant on May 2, 2024, his thoughts and meanings, while unambiguous are contrary to the statute (*Ins. Act*) in which this **SNIC Proceeding** arose and **FSRA Enforcement Decisions** have found that the ***SABS* Insurer** (**SNIC**) and **TDGIC** are separate persons.[127]

VOLUME #2: ISSUE OF LAW

13. *The pure issue of law is:*

> *(i) As the statute under which this proceeding arose, namely the* ***Insurance Act****, does not specify who are "parties," the question is whether, and if so, under what circumstances, this* ***Non-SABS Insurance Company (TDGIC #353)****, who is not the "insurer" under binding "Contract Of Insurance" (Insurance Policy), may unilaterally and exclusively substitute itself during this LAT Proceeding, absent a motion to do so, for the SABS Insurer, namely* ***SNIC*** *#397, as the sole respondent after the SABS Insurer (****SNIC****) has appeared and filed the obligatory sole (then and now) responsive pleading*[129] *in the LAT Proceeding?*[130]

VOLUME 3: ARGUMENT

14. Legislative definitions are sometimes counter-intuitive and defy common sense. In Ontario, "legislation" includes "legislation and regulations" but a statute is distinct from a regulation.[131] [132]

15. Section 5 of the *SPPA*[133]: "The parties to a proceeding SHALL be: (i) the persons specified as parties by/under the **statute**[134] under which the proceeding arises; OR, (ii) if, not so specified, persons *entitled* **BY LAW**[135] to be parties to the proceeding[136]. "Licence" includes any permit, certificate, approval, registration or similar form of permission required *by law*[137]. [138] [139] [140] There are conditions precedent[141] under the *Insurance Act* for the CEO of the **FSRA**[142] to issue license and registration numbers for various types of companies.[143] [144] [145] [146] **SNIC**, by law, holds license #397 to carry on business in Ontario to be an automotive insurer; specifically, herein, it was the automotive insurer under the **Insurance Policy**. Once the Appellant filed and served **SNIC** with the Appeal on December 24, 2023, **SNIC**, by law, was the only party entitled to be the "Respondent Party". [147]

16. Section 21.1 of the *SPPA* has been in force since 1994.[148]

17. The Legislature authorized the **Tribunal** to correct any errors of a typographical nature or similar errors which is a legislative codification of the exception to the doctrine of "*functus officio*".[162] The automotive *SABS* provisions of the statute[169] have been found be *consumer protection legislation*. In *Peel Mutual*, this **Tribunal** found that insured persons should not have to be burdened by the financial, temporal and emotional costs of a tribunal proceedings to obtain compliance orders against their *SABS* insurers[170]. [171]

18. Since *Beasley* (including *Bhasin*[172] [173]), which was cited with approval and affirmed in *Transamerica*[174], *Dervisholli*[175], *De Rosa*[176], *Jia*[177], and *Mansuri*[178] *SABS* insurers owe not only a contractual duty of good faith to **Insured Persons** but also fiduciary duties to **Insured Persons** covered by an "Insurance Policy", to which the *Insurance Act* and *SABS* applies. Ergo, the few amendments by strikethrough of "~~TD General~~" and replacement of "Security National" are more than merely cosmetic. [179] [180] [181] [182] [183]

Part 3(A): *Non-parties - Insurance Policy - not automatically entitled parties under section 5 of the SPPA*

19. Tribunals in Ontario and Canada have held that persons who are not expressly required by statute to be parties *may* be added as parties pursuant to section 5 (*SPPA*) if s/he or it have a substantial and direct interest in the proceeding's outcome.[186] [187] Even where an 'so-called' or 'suspected' *SABS* insurer, respondent or party continues to identify with the incorrect corporate name, moving parties have been successful[188] when they file a motion, with evidence of the proper legal name of the correct and properly named corporate respondent.[189] There is no requirement for a moving party (or intervenor) to concurrently rely on the abuse of process doctrine sections of the *SPPA* when advancing a motion under section 21.1 of the *SPPA*.[190] [191] [192] The omission of a corporation's legal and correct name is a *technical deficiency* only ("*similar error*"[193]).[194] The correct corporate name of a respondent and *its* DBA are deemed "one and the same".[195]

20. Ergo, TD Insurance **MM** and **SNIC** are *one and the same* under the **Alumni Program** with issued insurance policies in Ontario by **SNIC** under its **FSRA** license number 397. [196] "**TDGIC**" and "**SNIC**" are not "one and the same" and it remains an unrectified misstatement of law by Nieuwland. [197] [198] [199] [200]

Volume #4: Conclusion

21. While the error by the **Tribunal**, presuming a misapprehension was created upon it at some time after the **January Motions** but before the **SNIC** Response, is not as egregious as *F.C. v. Wawanesa*[201], it was and remains an uncorrected error that requires an order section 21.1 of the *SPPA*.[202] [203] This **Tribunal** has found that as opposed to bringing reconsideration motions for each decision or order where a non-entitled respondent is misnamed as a "party"[204] ,the most expeditious and cost-effective route, is a motion

requesting a section 21.1 *SPPA* order.[205] [206] The **FSRA Enforcement Decisions** (against the distinct corporate persons of **SNIC** (397), TDHA (1096), TDGIC (353) and Primmum (1396)) and the particularized **FSRA** insurance company registration numbers are *res ipsa loquitur*.[207]

22. "Error"[208], like "deficiency", is the state, quality or condition of being wrong, or a false statement not made deliberately. "Similar Errors" in a decision or order of a tribunal (Ontario) have been interpreted and found to be "technical deficiency" errors. "Technical" is in accordance with the strict requirements of the law. "Correct" is substitution for an error or mistake.

23. Like *Foss*[209], the case of *Julius v. Oxford (Bishop Of)*[210], per Lord Carrins has been adopted by the SCC for the approximate last century when determining of when a "may" becomes a "must" (i.e. "The enabling words are construed as **compulsory** whenever the object of the power is to *effectuate* a legal right.") This context arises where an official is given a power to decide something when **an application is made**.

24. The motion has been made, served on **SNIC** and TDGIC, along with a courtesy copy to the **FSRA** to appear, should TDGIC and **SNIC** not consent to this motion forthwith, as *amicus curae* should it wish and/or for general public interest purposes herein.

25. Lastly, if Mr. Nieuwland honestly believes that SNIC and TDGIC are one and the same, then there is no prejudice to TDGIC (and him) to file a DOR promptly, after the order herein is granted, for SNIC. In granting said order, and his filing of a DOR for SNIC (not TDGIC), he will simply be aligned with the SNIC Response, signed and filed by his colleague Mr. Karat, and Mr. Karat's January 23, 2024 ,email wherein he represented he was "representing the Security National Insurance Company", "assigned as the ADR" and he had copied counsel – who was incidentally Mr. Nieuwland. With great respect to the Tribunal, there is no discretion to not grant the order herein as the Tribunal would be acting in a prohibited manner to the statute (*Insurance Act*) and the **FSRAO Enforcement Decisions** (see: HB, Tab 5 to 8).

26. All of which is respectfully submitted.

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APPENDICES

Appendix #1: "When may becomes a must"
SCC cases
Julius v. Oxford (Bishop of) (1880), 5 App. Cas. 214 (H.L.),

Julius v. Oxford (Bishop of) adopted as the law of Canada in the following.

Labour Relations Board case

The SCC in the *Labour Relations Board* [1956] case, "Enabling words are **always** compulsory where they are words to effectuate a legal right (citing *Julius*)."

Information Commissioner 1986

The further language in the (see: *Information **Commissioner** (Canada) v. Canada (Minister of Employment and Immigration*), 1986 CanLII 6836 (FC), [1986] 3 FC 63, https://canlii.ca/t/jqt1f)

"It is my view, of course, that the present matter is precisely such a case and I therefore turn to the following passages of the two decisions referred to above. In *Julius v. Oxford (Bishop of)* (1880), 5 App. Cas. 214 (H.L.), Lord Blackburn states at *pages* 242-243:

> But there are cases in which the authority or power given is not to do a judicial act, and yet there is a duty on the donee to exercise the power if it appears to be given to the donee for the *purpose* of **making good** a right, and he is called upon by those who have that right to exercise the power for their benefit.

In the SCC in *Information **Commissioner** v. Minister of Employment and Immigration* (respondent), 1986 CanLII 6836 [emphasis is mine], the SCC found the following:

> "On July 13, 1984 the respondent informed the complainant that the information which he sought could not be obtained under the *Access to Information Act* because it was **Personal Information** about another person. A complaint was lodged with the Information **Commissioner** who, following an investigation, *recommended* that the information **be released**.
>
> The respondent subsequently provided the complainant with access to documents consisting of **5 *pages***, but refused to disclose in excess of 200 *pages* of documents. The applicant seeks a review of that **refusal** under paragraph 42(1)(a) of the *Access to Information Act*:
>
> 42. (1) The Information **Commissioner** may (a) apply to the Court, within the time limits prescribed by section 41, for a review of any refusal to disclose a record requested under this Act or a part thereof in respect of which an investigation has been carried out by the Information **Commissioner**, if the **Commissioner** has the consent of the person who requested access to the record;
>
> (b) appear before the Court on behalf of any person who has applied for a review under section 41; or

(c) with leave of the Court, appear as a party to any review applied for under section 41 or 44.

places upon the respondent the burden of *establish*ing that she is authorized to refuse to disclose the record requested:

48. In any proceedings before the Court arising from an application under section 41 or 42, the burden of *establish*ing that the head of a government institution is authorized to refuse to disclose a record requested under this Act or a part thereof **shall** be **<u>on</u>** the government institution concerned.

Counsel for the respondent argues that such authority exists under section 19 of the Act:

19. (1) Subject to subsection (2), the head of a government institution shall refuse to disclose any record requested under this Act that contains **Personal Information** as defined in section 3 of the *Privacy Act*.

(2) The head of a government institution ***<u>may</u>*** disclose *any record* requested under this Act that contains **Personal Information** *if*

(a) the individual to whom it relates consents to the disclosure;

(b) the information is publicly available; *or*

(c) the disclosure is in accordance with section 8 of the *Privacy Act*.

The SCC disagreed with the respondent's interpretation of section 19(2) of *Access To Information Act* for two reasons [emphasis is mine with square brackets being mine]:

[Two Reasons: (i) statutory interpretation; and (ii) legislative purposes]

"I reject the argument for two reasons: **first**, as a question of law, it is contrary to principles of **statutory interpretation**; **second**, it represents an approach that runs directly *against* the very **purpose** for which this legislation was enacted, as stated in the **express provisions** of the statute and confirmed in jurisprudence.

[Shall versus May]

In terms of statutory interpretation, when legislators intend to create an obligation to do something, they use the word "**shall**". When they intend instead to *establish* a discretion or a right to do it, they use the word "**may**".

Had the legislators intended here to repose *residual discretion* in the head of the government institution **<u>not</u>** to disclose information, even though the conditions of section 19(2) had been met, that appropriate and precise language *would have* been used.

Of course, the Act does <u>not</u> *establish* the discretion not to disclose in such circumstances (in which case the respondent's argument might have had merit). The

language chosen expresses the intent to *establish* a discretion to release **Personal Information** under certain circumstances. Those conditions having been fulfilled, it becomes **tantamount** to an **obligation** upon the head of the government institution to do so, especially where the purpose for which the statute was enacted is, as here, to create a *right of access* in the public.

It is my view, of course, that the present matter is precisely such a case and I therefore turn to the following passages of the two decisions referred to above. In *Julius v. Oxford (Bishop of)* (1880), App. Cas. 214 (H.L.), Lord Blackburn states at *pages* 242-243:

> But there are cases in which the authority or power given is not to do a judicial act, and yet there is a duty on the donee to exercise the power if it appears to be given to the donee for the purpose of **making good** a right, and he is called upon by those who have that right to exercise the power for their benefit.

And in *Labour Relations Board v. The Queen* ex rel. F.W. Woolworth Company Limited and Agnes Slabick and Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, [1956] S.C.R. 82, Locke J. states at *page* 86:

The language of s. 5, in so far as it affects this aspect of the matter, reads: -

5. The board shall have power to make orders: —

> (i) rescinding or amending any order or decision of the board.

While this language is permissive in form, it imposed, in my opinion, a duty upon the Board to exercise this power **when called upon** to do so by a party interested and having the right ***to make the application*** (*Drysdale v. Dominion Coal Company* ((1904) 34 Can. S.C.R. 328 at 336): Killam J.). Enabling words are **always compulsory** where they are words to **effectuate** a legal right (*Julius* v. Lord Bishop of Oxford ((1880) 5 A.C. 214 at 243): Lord Blackburn)

The application must therefore succeed. An order will go pursuant to section 49 of the Act ordering the respondent to disclose the records in issue to the complainant, **Gerald G. Goldstein**. The applicant should have her costs of this application.

ENDNOTES

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

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

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

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

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

[6]See: **SNIC** Response on January 25, 2024

[10]"Automobile Accident Benefits Service (AABS) Claim" means an application to the LAT pursuant to s. 280(2) of the *Insurance Act* seeking resolution of a dispute involving statutory accident benefits.

[11]**TD Insurance Meloche Monnex**

[12]"**TD Insurance Meloche Monnex**" refers to the home and auto insurance program for two different underwriters: **SNIC** (Quebec); and Primmum (Ontario). In this **SNIC** Proceeding, the relevant auto insurance program is for "Professionals And Alumni" which is underwritten by **SNIC** and distributed by MMISF Inc. in Quebec and TD Direct Insurance Agency Inc. in the rest of Canada (see: Affidavit #12). Meloche Monnex Inc. is the holding company for the shares in **SNIC**, **TDGIC**, TD Home & Auto Insurance Company ("TDHA"), it has an address for service of 12th-50 Place Cremazie, Montreal, QC H2P 1B6 (see: Affidavit #12).

[13]as it relates to the "Alumni and Professionals insurance program underwritten by **SNIC**).

[14]Affidavit #3, Exhibit "A", page 247.

[15]As it relates to the statutorily deemed contractual relationship between the Insured Person (Applicant) and SNIC (#397). In reference to the statutorily deemed or imposed contractual relationship between the Applicant and Respondent (SNIC), the Insurance Act does not distinguish at law (distinction without a difference) between named and unnamed insured persons when an Insured Person is a Spouse of the Individual Policyholder and, namely herein, the Unnamed Spouse was driving his Spouse on an emergency basis for a personal and confidential issue, and was rear-ended in the course of those "spousal duties" or "spousal efforts". Put another way, the Appellant met the definition of an Insured Person on a variety of independent grounds including being the occupant (driver) and Spouse along with not being at any kind of fault for the accident (i.e. such driving conduct by some drivers is so reckless that it renders the coverage null and void irrespective of their named or unnamed insurance status. There was and is certainly an argument that the tortfeasor by running a red-light by way of left hand turn from St. Clair onto Spadina avenue, and then rear ending the Insured Automobile at high velocity up a slight hill may be such conduct that would have or may render her outside of her coverage with Pembridge but that is yet to be determined and no relevant herein). There is a surfeit of a law on the concept or doctrine of a "third party beneficiary" as it relates to, inter alia, certain individuals being foreign to the contract (i.e. not privies) but seeking recourse under such a contract as a "third party beneficiary" in cases such as privacy breaches where an unknown class of persons is identified as potentially being subject to prejudice thereunder and potential benefit therein by paying out of damages. It is a rare concept and often fails but nonetheless worthy of noting for distinction purposes. Under the Insurance Act (and SABS by implication or expressly, and/or a combination of both), the Legislature was unequivocal and unambiguous in its language that not only was the Appellant deemed an "Insured Person" but he was deemed to be a party to the Insurance Policy as if he had provided consideration thereunder at the time of contract formation (on or around April 2018) and the ongoing "consideration" in the form of monthly premiums and other requirements thereunder (albeit many unknown to him at the time of contract formation or thereafter).

NTD: cite the law of issue estoppel or res judicata)

[16]Please see: New LAT Rules or "LAT Rules", R. 2.1 and 2.2 for interchangeability between **Appellant** and Applicant

[17]See: section 280(1) "Resolution of Disputes": insured person's entitlement to statutory accident benefits OR in respect of the AMOUNT of statutory accident benefits of which an insured person is entitled; ss. 280(2): the insured person OR the insurer may apply to the LAT to resolve a dispute described in subsection 280(1) (see: Affidavit #23, Exhibit "A", page 52

[18]**(PURSUANT TO SECTION 1(1), 224, 268(3) AND 280 OF THE *INSURANCE ACT*, SECTION 1, 89 AND 92 OF THE LEGISLATION ACT, SECTION 1, 5 AND 21.1 OF THE SPPA, SECTION 11 OF LATA ET AL)**

[19]See: Affidavit #13, Exhibit "A", page 1; Affidavit #23, Exhibit "A", Tab 7, page 127

[20]**(Address included on Motor Vehicle Liability Card**

[22](previously authorized for **SNIC** but not at the time of NOM #6)

[23]See: **HR INDEX**, Tab 3, page 99;

[24]71405A

[25]https://lso.ca/public-resources/finding-a-lawyer-or-paralegal/directory-search/member?MemberNumber=71405A

[26]See: **HR INDEX**, Tab 4, page 120 and 121

[27](not the fictitiously represented or misrepresented legal assistant in Ms. Moraes (legal assistant to Ms. Arfa Saeed and Ms. Adrianna Klukowska)

[28]The **FSRA** is included herein as Mr. Nieuwland represented on May 2 that "Well, this is the way we always do it". If that is partially or fully correct, then the FSRA must forthwith investigate if the conduct between SNIC and TDGIC is a systemic problem and affecting (or may continue to affect) other insured persons similarly situated in SABS claims.

[29]https://www.fsrao.ca/about-fsra/leadership/mark-e-white

[30]*Smith v. Co-operators General Insurance Co.*, (2002), 2002 SCC 30 (SCC).I agree with the Applicant that constant misstatements within an explanation of benefits letters are more than an inconvenience to an applicant, and as such the passive-aggressive actions of a "sophisticated party" strays too far from an insurer's obligation of utmost good faith in a first party system and the standard of consumer protection as set out by cases such as *Smith v. Co-operators General Insurance Co*

[31]See: SABS, definitions under section 3(1)

[32]NTD: SABS, ; UDAP Rule, s.1(1)(x): "Schedule" means the Statutory Accident Benefits Schedule — Effective September 1, 2010 and all previous Statutory Accident Benefit Schedules for which there are active claims

[33]**SNIC** was incorporated under the *CBCA* in 1934 and its importing jurisdiction legislation was, on or around 1987, the *Insurance Companies Act* (Canada).

[34]Through some misadventure due to TDI Meloche Monnex (**SNIC**), the **Appellant**, in his capacity as an "**Insured Person**", did not receive the "accident benefits package" until on or around September 19, 2022.

[35]As the "first party" Fiduciary Insurer, SNIC was the sophisticated privy or counterparty to the Insurance Policy, and in the SNIC Proceeding. As the Fiduciary Insurer, the relationship between SNIC and the Appellant is a contractual one. The insured is entitled to access the dispute resolution process at LAT (and complaint rights with the FSRA) as a result of that contract. The *Insurance Act* and its regulations must be interpreted in such a way as to uphold the protective and remedial nature of the legislation of which it follows. (see: *Reid and ING Insurance Company of Canada*, (FSCO A05-002870, May 22, 2008). In order to access justice herein, the correct and legal party under the Insurance Policy must be named as the "first and sole respondent" at this time. While Mr. Karat has been in all email threads, SNIC has had notice of all issues in this SNIC Proceeding, and he also attended on May 2, 2024. Therefore, this is not an issue of SNIC being 'in the dark' about the issues as it faced the issues in its Response.

[37]Subsumes procedural fairness issues:

[38](retrospectively, currently in the future)

[39]See: UDAP Rule, 5(1)(iv)

[40]This motion contains the most obscure publicly known factual matrix in the history of the "Tribunals Ontario" in relation to the mandatory correction by the LAT of a technical deficiency error as neither the Appellant nor the ADR specialist for the entitled, by law, respondent party, **SNIC** #397, named the erroneously named, in previous orders or decisions, of "TDGIC" (#353) in the "pleadings.

[41]Persons includes corporations and SNIC and Karat are different persons, and TDGIC and Nieuwland are different persons. Nieuwland is a different person from his employer, TD Insurance Staff Legal. Therefore, which of those five persons is **entitled** by law to be a party to the proceeding.

[42](see: Affidavit #24, Exhibit "A", pages 1 to 18; HB, Tab 20, pages 312 to 327)

[43]HB, Tab 3, page 87;

[44](see: TD Insurance (Corporate Secretariat) 50, Place Crémazie, 12th Floor Montreal (Quebec) H2P 1B6.

[45]Therefore, **SNIC** is not a member of the "TD Bank Financial Group" but a company within "TD Bank Group" (of companies) and it, pursuant to being the underwriter for Alumni Program, is authorized under two trademark licenses from two separate companies therein as licensors of those trademarks for lawful use in combination form (*Meloche Monnex Inc.* under the *CBCA* and TD Bank under the *Bank Act*) to use those two trade marks in a combined form in the upper left hand corner of its letters with its corporate legal name of **SNIC** and its address **SNIC** Markham (and **SNIC** Burlington).

[46]Ergo, **Meloche Monnex Inc.** ("MM Licensor") licenses its trademarked word (**MM 498**) for use by SNIC ("MMTM Licensee") [and Primmum] under their separate programs, and TD Bank licenses its trademark of "TD Insurance" to SNIC ("TDI Licensee") [and Primmum] as it relates to the combining of the two names of "TD Insurance Meloche Monnex". As the three other insurance companies within the TDI Group do not commence with the words "TD Insurance", "TD Insurance" can only reference two potential underwriters in: (i) SNIC; and (ii) Primmum, under "TD Insurance Meloche Monnex". For ease of reference for this "typographical error motion", the other three (TD Life Insurance Company is not relevant) are: (1) TD Direct Insurance Inc. ("**TDDII**"); (2) TD General Insurance Company ("TDGIC" or "TDGI #353"); and (2) TD Home And Auto Insurance Company ("TDHA", "TDHAIC", or "TDHA #1096)). For technical precision, the name of the respondent "insurer" should read as "Security National Insurance Company" operating as, carried on business as and/or doing business as, under the licenses of two federally registered trademarks from TD Bank and Meloche Monnex Inc., in 'TD Insurance Meloche Monnex'. However, it would not be incorrect in an automotive SABS matter to refer to: (i) TD Insurance; (ii) TD Insurance Meloche Monnex; (iii) Security National Insurance Company; and/or a combination of the aforementioned so long as the "Appeal" references the Insurance Policy number so it can be cross-referenced from the "*record of proceeding*".

[47]*intra*: professionals, alumni and employer groups).

[48]a *CBCA* incorporated company which is neither an "**Insurer**" nor a "**Broker**" (or "**Agent**") but one of the 65 subsidiaries (directly or indirectly controlled) of TD Bank,

[49]https://ised-isde.canada.ca/cipo/trademark-search/1968906?lang=eng&payload=%7B%22domIntlFilter%22%3A%221%22%2C%22searchfield1%22%3A%22all%22%2C%22t

extfield1%22%3A%22TD%22%2C%22display%22%3A%22list%22%2C%22maxReturn%22%3A%22500%22%2C%22nicetextfiel
d1%22%3Anull%2C%22cipotextfield1%22%3Anull%7D&pageNum=0&pageLen=50&pageOrder=%257B%2522id%2522%253A%
2522SortByType%2522%252C%2522order%2522%253A%2522descending%2522%257D

[50]https://www.ic.gc.ca/app/scr/opic-cipo/mc-tm/rd-dr/?fn=1968906&ec=0&lang=eng&from=ctd#allDocumentsSection

[51]which was subject of a merger between The Dominion Bank Of Canada and the Bank of Toronto in 1955.

[52]https://ised-isde.canada.ca/cipo/trademark-
search/1968220?lang=eng&payload=%7B%22domIntlFilter%22%3A%221%22%2C%22searchfield1%22%3A%22all%22%2C%22t
extfield1%22%3A%22TD+Bank+Group%22%2C%22display%22%3A%22list%22%2C%22maxReturn%22%3A%22500%22%2C%
22nicetextfield1%22%3Anull%2C%22cipotextfield1%22%3Anull%7D&pageNum=0&pageLen=50&pageOrder=%257B%2522id%2
522%253A%2522SortByCIPOStatus%2522%252C%2522order%2522%253A%2522ascending%2522%257D

[53]as denoted by TD Bank in its 2023 audited financial statements,

[54]50 in North America and 15 in the other six (6) continents

[55](FIN 004)

[56](see: ***HB, Tab 20, page 334)*.**

[57]There are 65 companies that are controlled by TD Bank of which there are 50 companies situated in North America and 15 situated outside of North America. The valuation of the carrying value of the shares owned by TD Bank in Meloche Monnex Inc. is $2,350 (in the millions of dollars). Meloche Monnex Inc. is NOT an insurance company. However, Meloche Monnex Inc. is the licensor of "Meloche Monnex" trademark that is used by **SNIC** (397) and Primmum (1396) in distinct programs: (i)"Alumni Program" and; (ii) "Employer Group Program". There are five non-life insurance companies in North America that are apparently owned or controlled (directly or indirectly) by TD Bank. The FSRA has confirmed that four of the five insurance companies in **SNIC**, **TDHA**, **TDGIC** and **Primmum** have "related decisions" in 2019, they all have distinct insurance license numbers with the FSRA

[58]As of the DOL, there was no entity known as the "TD Bank Financial Group" despite the footnote in the letters from "**TD Insurance Meloche Monnex**" state, "Member of the TD Bank Financial *[sic]* Group".

[59]It is trite that "control" relates to having the ownership in each company by virtue of the voting securities of each company

[60]**General administrative penalties**

441.3 (1) If the Chief Executive Officer is satisfied that a person is contravening or not complying with or has contravened or failed to comply with any of the following, the Chief Executive Officer may, by order, impose an administrative penalty on the person in accordance with this section and the regulations:

1. A provision of this Act, the regulations or the Authority rules as may be prescribed.
2. A condition, requirement or obligation described in clause (b), (c) or (d) of the definition of "requirement established under this Act" in section 441.1. 2012, c. 8, Sched. 23, s. 75; 2018, c. 8, Sched. 13, s. 22; 2021, c. 8, Sched. 5, s. 7.

Definitions

441.1 For the purposes of this Part,

"person" has the same meaning as in section 438; ("personne")

"requirement established under this Act" means,

(a) a requirement imposed by a provision of this Act that is prescribed for the purpose of section 441.3 or 441.4 or by a provision of a regulation or an Authority rule that is prescribed for the purpose of either of those sections,

(b) a condition of a licence,

(c) a requirement imposed by order, or

(d) an obligation assumed by way of undertaking. ("exigence établie en vertu de la présente loi") 2012, c. 8, Sched. 23, s. 75; 2021, c. 8, Sched. 5, s. 6

Administrative penalties

441.2 (1) An administrative penalty may be imposed under section 441.3 or 441.4 for either of the following purposes:

1. To promote compliance with the requirements established under this Act.
2. To prevent a person from deriving, directly or indirectly, any economic benefit as a result of contravening or failing to comply with a requirement established under this Act. 2012, c. 8, Sched. 23, s. 75.

Same

(2) An administrative penalty may be imposed alone or in conjunction with any other regulatory measure provided by this Act, including an order under section 441, or the suspension, revocation or cancellation of a licence. 2012, c. 8, Sched. 23, s. 75.

[61](**SNIC** Markham, attention: Ms. Nurse),

[62](the sum of $1499.98 as of April 6, 2023).

[63]for medical benefits ($1419.98), under section 15 of *SABS*, and section 25 expenses ($80), and some further partial compliance with its *SABS* obligations through approval or payment through the **HCAI**, to health practitioners to the **Appellant**.

[64]See: Affidavit #21, HB, Tab 1, Exhibit "A"

[65](**see:** "An OCF-18 is a treatment and assessment plan used for patients with injuries that are NOT suitable for treatment under MIG (**see:** HB, Tab 2, page 32); the HCAI technological back-end separates the OCF-18 separates the OCF-18 into six tabs: Tab 1: claim identifier; plan identifier; Part 1 (Applicant/Patient Information; Part 2: Auto Insurer Information; and Part 3: Other Insurer Information; Tab 2: Part 4 (Signature of Health Practitioner); Part 5 (Signature of Regulated Health Professional (nb: why an out of province health practitioner cannot use HCAI); Tab 3: Part 6: Injury and Sequelae Information; Part 7: Prior and Concurrent Condition; Part 8: Activity

Limitations; Tab 4: Part 9 (Plan Goals, Outcome Evaluation Methods and Barriers to Recovery; Part 10 (Signature of Applicant); Tab 5: Part 12: Proposed Goods or Services Requiring Insurer Approval; and Tab 6: Additional Comments (nb: HB, Tab #2, pages 32 to 34 for information in that regard; with respect to Part 10 (Signature of Applicant): "As part of the process to obtain "INFORMED CONSENT", the completed OCF-18 treatment plan must be reviewed with the Applicant; and the Applicant must sign if he or she is in agreement; nb: the **Appellant** signed on March 30, 2023 which culminated the physiotherapy sessions from December 2022 to March 30, 2023. The physiotherapy sessions were slightly delayed from a conventional notion as the **Appellant** had to know whether he had broken bones in his left hand by X-rays from Dynacare (Toronto) clinic and the results of the October 2022 MRI (Dr. Lychasz (a "Radiologist" at St. Joes hospital). The full body assessment was conducted in December 2022 which **SNIC** attempted to deny, without compliance with the requirements of the OCF-18, namely a signature of an adjuster with **SNIC** under its FSRA registration license number of #397) and remains at issue. As the OCF-18 was not a form for MIG, the section 25 expenses of such a full body assessment to be paid, as **SNIC** failed to have an adjuster sign the OCF-18 within ten business days of receipt through HCAI, are due and owing in amounts denoted above with interest under section 51 of SABS; To the extent that **SNIC**'s position was that the **Appellant** was under the MIG, then the Dhaliwal fully body assessment may count against the limit under MIG. As the **Appellant** had received $1499.98 in reimbursement in Medical Benefits (minus $80) for a total of $1419.98, then the approval by **SNIC**, albeit not in compliance with the OCF-18 signature requirement, was for the sum of $1995.00 (physical rehab) for a total of $3414.98 (which is $85.02). However, **SNIC**, without compliance with the OCF-18, approved $85.57 which would have exceeded the amount of $3,500 if that assessment was counted against the MIG limit by a total of "55 cents" for a total of $3500.55. If the OCF-3 expense which was reimbursed by **SNIC** to the **Appellant**'s Beneficiary Bank Account exclusively provided to **SNIC** for those purposes of depositing the same counted against the MIG, then the revised total would be $3580.55. If the full amount of the full body assessment, which was $215.00 is approved and counts against the MIG, then the revised total approved (not necessarily paid) would be $129.43 plus either the $3500.55 or $3580.55 which would be 3629.98 or 3709.98. In essence, **SNIC** approved, albeit non-compliantly, the first 10 physio sessions and the next 10 physio sessions for a total of $1995. **SNIC** claimed in the May 2, 2024, hearing and previously that the **Appellant** has some $650 remaining to reach $3,500 which would be impossible mathematically.)

[66]By said time, **SNIC** had approved or paid and/or the **Appellant** had incurred over $3,500 in benefits or expenses under SABS. By virtue of **SNIC** not paying the amount of the $215 fee for the full body assessment, it had admitted that it was not subject to a MIG guideline determination but subject to section 25(1)3 as reasonable fees for said OCF-18

[67]Reasonable fees charged by a health practitioner for reviewing and approving a treatment and assessment plan under section 38, including any assessment or examination necessary for that purpose, if any one or more of the goods, services, assessments or examinations described in the treatment and assessment plan have been: ii. deemed by this Regulation to be payable by the insurer, and iii. . determined to be payable by the insurer on the resolution of a dispute described in subsection 280 (1) of the Act.

[68]As an OCF-18 involves non-catastrophic injuries, it was unreasonable of **SNIC** to not approve and pay the full amount of $215 as that was on part with the amount that is required to be paid under MIG. **TDGIC** is not liable but **SNIC** was and is

[69]See: this relates to the historical obligations of **SNIC** consistent with decisions like *Han*, *Hing*, and *Zafar* (see: HB, Tab 18).

[70]A determination as to how, when, where and why **SNIC** did not approve or pay for some six physiotherapy sessions along Dhaliwal Assessment is required herein

[71]which all denote, with the benefits of the independent medical evidence from MRIs and physicians, injuries outside of the MIG which remain ongoing.

[72](see: HB, Tabs 21 to 23).

[73]Pursuant to the SNIC Response, SNIC averred that it denied the IRB on the **IRB Denial Date** whilst not being any dispute on whether the **Appellant** exclusively delivered to SNIC duly signed OCF-1's and OCF-2's, along with OCF-3's, and the quantum being capped at $400 per week (the "**IRB Weekly Quantum**") as there were no optional benefits purchased under the Insurance Policy with **SNIC**. Even as far into late 2023, SNIC refused to pay certain benefits and took legal positions as it related to the OCF-19 – duly signed by the Appellant and a highly specialized physician. The first time that the Appellant became aware of the name of "TD General" was in 2024 and it was the Vice-Chair Lake decision. The scope of this SNIC Proceeding only involves two parties: **Appellant** and **SNIC**. Whether other parties may be added in the future is speculative and premature to discuss.

[74]It was not until April 2024 that the Appellant gained knowledge that TDGIC had not only inserted itself as the sole respondent and continued this **SNIC** Proceeding, absent filing a "Response" to the "Appeal", in breach of the statute but also had control of OCF documents and "correspondence on file "for purposes outside the **Limited Purposes** in OCF documents signed by the Appellant and confidential correspondence of his to **SNIC.** The issue herein is NOT whether SNIC could disclose my personal information to another insurance company (like TDGIC or any other insurance company within the TD Bank Group) but it had to be confined to those restrictions under PIPEDA and the very information within the Insurance Policy which represented that any sharing "intra" the TD Bank Group for even more limited purposes than the OCF documents (see: Affidavit #3, Exhibit "A", pages _____)

[75](see: **SNIC** Response, page 3; HB, Tab 4, page 133)

[76]Not only did the Appellant objected to the nonconsensual and non-permitted collection, access, uses and disclosures by TDGIC but he confirmed that he would never consent to any ongoing non-permitted uses and disclosures by TDGIC in its capacity as the sole respondent herein. This SNIC Proceeding, is being managed and will be managed in the least expeditious, most expensive and unjust manner unless the order is granted forthwith. The Appellant is continuing to comply with all Acts and regulations, and LAT Rules, but, in effect, proceeding under "protest" at each step.

For further decisions by the OPCC regarding the requirements for an insured person to provide voluntary and informed consent in the OCF documents, please see: HB, Tab 7, paragraph 20 of Affidavit #1. This is NOT an issue herein of the Appellant seeking or obtaining an annuity from a third party organization. As found by the OPCC, "all the purposes for which the information may or will be used OR disclosed MUST be stated (e.g. on an application form) in such a manner that the individual can reasonably understand them in order for consent to be meaningful (see: paragraph 20 of the body of Affidavit #1).

[77]See: HB, Tab 7

[78]See: HB, Tab 1, page 8: paragraph 29: (1) Investigating the Appellant's claim ("Appellant Claim Investigation") (not even other insured persons in the same MVA; for example: see De Rosa); (2) obtaining information relating to the Appellant's claim (TD Claim #3) (defined herein as "Appellant Claim Information Obtainment") ("Appellant Claim Investigation" and "Appellant Claim Information Obtainment" is defined together as "Claims Collection Investigation Purpose"); (3) recovering payment from other insurers for amounts paid in connection with Appellant's claim ("Third Party Payment Recovery"); (4) identifying COGS paid by health care providers ("COGS Identification"); (5) preventing fraud; (6) anonymous statistics compilation; and (7) assessing risks. None of these "Limited Purposes" relate to any consent sought in the OCF documents (created by the CEO of the FSRA) relate to seeking informed consent from any insured person (which is why the issues herein transcend the appellant and engage issues of public interest i.e. ironically the test for standing in Charter claims for those advancing matters of public interest) that would have to state words to the effect, "Do you consent to your insurance company (SNIC) collecting, using and disclosing any of your confidential information herein for purposes of another insurance company by a separate insurance license registration number in Ontario defending any and all potential LAT proceedings you may bring and acting as the sole respondent after we (SNIC) file a response to your "Application Of An Injured Person". Further, each and every form in correspondence from TDIMM (SNIC) that referenced being able to file an "Application Of An Injured Person" with LAT would have been required to state the same. This would have had to factor into the metrics for whether an insured person was ready, willing and able to pay the requisite fees therein to file its LAT Proceeding. (see: HB, Tab 8, paragraph 30).

See; HB, Tab 1, page 4: the Appellant is solely providing notice and documents to TDGIC in the context of seeking relief from the License Appeal Tribunal but NOT providing any consent that it was, is or will be authorized to receive any confidential information for purposes outside the Limited Purposes in the OCF documents and Confidential Correspondence from the Appellant to SNIC since October 2022 to present and in the future.

[79](not CT Direct Insurance Company as that is a different entity that has associations with Primmum Insurance Company)

[80]https://www.osfi-bsif.gc.ca/en/supervision/financial-institutions/canadian-foreign-insurance-companies-fraternal-benefits-societies

[81]Whilst relying on "Your Right To Dispute the Insurance Company's Determination of Your Claim for SABS" (see: HB, Tab 2, page 26). Notably, the correspondence from "TDIMM" use the wrong name for "TD Bank Group" by using "TD Bank Financial Group" and use the wrong and outdated and mailing address for the LAT (AABS) as the LAT is not longer at 77 Wellesley St W, Box 205, Toronto, ON M7A 1N3)

[82](see: via secure fax to **SNIC Markham** to the attention of the known claims adjusters or advisors in Ms. Nurse and Ms. Persaud

[83]by the **SNIC Markham** fax number; from December 24, 2023 to December 26, 2023, the **Appellant** re-served the required listed and attached documents in the **Filed Appeal** on Ms. Nurse and Ms. Persaud via email after obtaining e-receipts, and then filing certificates of service. On December 27, 2023, the **Appellant** had perfected the filing and service of his **Appeal**. Each and every document referenced and/or incorporated by attachment in the **Appeal** referenced **SNIC** (not the Non-SABS Insurance Company) (**see: Affidavit #23, Exhibit "A", Tab 1, pages 1 to 41**). On January 8, 2024, the **Tribunal** emailed the **Appellant** seeking his separate filings of the "denial letters", which were already filed and served under the "listed and attached documents" in the **Appeal**, exclusively from **SNIC**. The **Appellant** did so, and reconfirmed, by those filings that each denial letter was a decision made by "TDIMM" (**SNIC**) (the "**SNIC Denial Decisions**"

[84]Two different Ontario offices: SNIC Markham and SNIC Burlington

[85](**see:** Affidavit #23, Exhibit "A", Tab 3, pages 67 to along with authorities and motion submissions which all referenced "**TD Insurance Meloche Monnex** (Security National Insurance Company").

[86](**see:** Affidavit #23, Exhibit "A", Tab 5, pages 102 to 120)

[87]despite Appellant's request for documents and information from Tribunal and unknown individuals

[88]Nota bene: In relation to NOM #5 (Vice Chair Lake referred to it as NOM #6 [sic]) Vice Chair Lake did not decide but implicitly referenced in her decision regarding NOM #5 that a corporate respondent could be self-represented *[sic]*, when measured against Karat's signing and filing of the Purported SNIC Response for SNIC, then there is only "party", entitled by law that can be the respondent since the commencement of this LAT Proceeding and now which is SNIC #397.

[89]absent seeking any responsive materials or evidence from **SNIC** or any chance for the Appellant to reply,

[90]see: the required listed and attached documents

[91]which he was required to certify and sign as "true and complete" after reading the same carefully,

[92]The **Appellant** has been unable to gain clarity as to the genesis or attribution for the typographical errors by Vice Chair Lake at the time that have unfortunately continued to date.

[93]On January 17, 2024, the **Appellant**, as certain aspects remained "ongoing", submitted to **SNIC** (Persaud, Nurse and TDIADR), a copy of unsubmitted OCF-6 claims' expenses. An unknown individual controlling the **TDIADR** Email Account emailed the **Appellant**: "Please do not submit claims' expenses to this email." The **Appellant** obliged, in courtesy, and submitted the same to Persaud and Nurse.

[94]It remains unclear, subject to reservation of rights of the **Appellant**, as to how the Tribunal could have unilaterally included a name that was not even commenced with "TD Insurance" but "TD General".
[95]unknown to the **Appellant** at said time,
[96]**Karat** also requested a communication protocol of the **Appellant** that he email Persaud (**SNIC Burlington**) for day-to-day adjusting of the TD Claim #3 and the **Appellant** consent with **SNIC**.
[97](**see:** Affidavit #23, Exhibit "A", Tab 7, page 130).
[98]The **Appellant** thanked Mr. Karat for his introduction and consented to such a delineation and communication protocol.
[99]Mr. Karat also requested that the **Appellant**, while copying Mr. Nieuwland as "Counsel" as it related to **SNIC** and Ms. Persaud [**SNIC**] as the claims adjuster with **SNIC** based out of **SNIC** Burlington, for **TD Claim #3** for **SNIC** (based out of **SNIC Burlington)**, not include Ms. Persaud for any LAT dispute matters but to continue emailing her for the day-to-day handling of TD Claim #3. **SNIC** raised one preliminary issue in its **Response** and it solely related to Med/Rehab benefits
[100]whilst attesting that all was "true and complete" therein, on behalf [while representing that he was THE insurance company]
[101]('of an Insurance Company')
[102]The devil's advocate type position regarding the address issue is likely, with speculation but preemptive in nature, is that the addresses on FSRA website are 320 Front Street, Toronto, Ontario. However, that address for service is for the purposes of the FSRA and not matters involving the License Appeal Tribunal. It is the accompanying documents in the SNIC denials that references the return address for service via mail and fax. In each of those instances, they relate to two cities that are outside of Toronto. It is even more fitting considering that SNIC is an out of province insurer so does that mean that an Ontario enforcement order would require a reciprocal enforcement order thereafter? Further investigation is required regarding the same but considering that Primmum and SNIC share the licensee usage rights of TD Insurance Meloche Monnex, and the address in Burlington references "TD Insurance Meloche Monnex", a Sheriff would be required to engage in any asset seizures or placed on the customer bank account of SNIC with presumably its financial institution.
[103]The footnoting represented that **SNIC** was a member of the "TD Bank Financial *[sic]* Group", which was in error as the "group name" for TD Bank and its 65 subsidiaries, for a total of 66 distinct companies incorporated under various provincial, federal and international jurisdictional laws, is "**TD Bank Group**". There is no evidence in the "record of proceeding" of any **SNIC Denial Decisions** referencing the North York (Toronto) address that the Tribunal has ascribed to "TD General". Moreover, the Appellant has not, is not and will not deliver any confidential information to said address for TDGIC, and no adjuster has represented that he or she acts for TDGIC in the underlying **TD Claim #3**. There was not one document filed by TDGIC prior to the Adj. Lake decision or thereafter where the address in North York was used so the Appellant alleges, parenthetically, that some individual had to inform the Tribunal of TDGIC and said North York address.
[104]((**see:** Affidavit #23, Exhibit "A", Tab 7, page 131; Tab 8, page 132 (cover letter); and pages 133 to 136). The cover letter had the logo of "**TD Insurance Meloche Monnex**" along with the name of the SABS Insurer with the return address of **SNIC Markham**. The **SNIC Response** correctly referenced the name of the insurance company in this **SNIC Proceeding** as "Security National Insurance Company" and the address of **SNIC Markham**. Mr. Karat correctly referenced the Insurance Policy by the Policy Number and referenced the "TD Claim Number" with the particulars for TD Claim #3 *per se*. Neither Nieuwland nor Persaud were copied on said email. In fact, Nieuwland was out of office from January 24, 2024 to January 29, 2024. On January 25, 2024, Karat signed and filed a COS to confirm that he had served, on behalf of **SNIC**, the **SNIC Response** (**see:** Affidavit #23, Exhibit "A", tab 9, page 137).
[105]At said time, Persaud was the "adjuster" located at SNIC Burlington and Karat was (and remains) the representative of SNIC with an address of SNIC Markham.
[108]On January 30, 2024, Ms. Moraes, a legal assistant to **Klukowska** and **Saeed** (not Mr. Nieuwland) served the **Appellant** with a **DOR** by Nieuwland on behalf of the Non-*SABS* Insurance Company. On February 13, 2024, LAT (not Vice Chair Lake) issued an order in relation to NOM #4 as it related to the IRB on the pleadings. In late February 2024, Vice Chair Lake declined to decide the **Appellant**'s NOM #5. The **Appellant** filed a reconsideration motion but Vice Chair Logan declined to rule on it as Vice Chair Lake's order in relation to NOM #5 was not an order that disposed of the Appeal (**see:** LAT Rule 18.1). On April 9, 2024 the Tribunal issued an order in relation to the NOM #6 (COI Motion). Throughout that time, the **Appellant** maintained and affirmed his position, with the style of cause being above with Nieuwland refusing to file a DOR on behalf of **SNIC**.
[109]To Vice Chair Lake's credit, she correctly denoted the substance and language of each of the January Motions.
[110], who is a registered paralegal with the LSO albeit not currently providing legal services
[111]as a lawyer licensee for the LSO and bound by the ROPC (lawyers) for TDGIC and employed by TDISL,
[112]HB, Tab 4 page 256 and 257
[113](contrary to *Rule 9.4.5.*)
[114]**SNIC** failed to file any responsive evidence, materials or authorities to NOM #4 and NOM #6. On April 25, 2024, the **Appellant** filed his replies in relation to NOM #4 and NOM #6, pursuant to requirements under LAT orders dated February 14, 2024 and April 9, 2024 wherein he particularized those errors.
[115]Nieuwland did not provide one document that had any reference to "TD General Insurance Company" by name, implication, or address (denoted in LAT orders and unknown to the **Appellant**) in noncompliantly attached documents.
[116]While permissible for TDGIC as another insurance company or insurer, denoted under the OCF documents to receive the same for the limited purposes therein, neither the explicit language in the OCF documents nor the exceptions under section 7(1) to 7(3) of PIPEDA provided for any exemption for a Non-SABS Insurance Company (Organization under PIPEDA) to disclose the OCF documents while

masquerading as a party in any SNIC proceeding. Simply put, those purposes were never consented to by the Appellant by his execution of the OCF-1 and OCF-2, along with the OCF-3, which were preconditions in order for him to receive benefits from SNIC.

[117]See: HB, Tab 1, page 4: the Appellant continues to rely on strict compliance with PIPEDA and the parameters of his consent in the OCF and confidential correspondence to SNIC. For TDGIC to remain as the sole respondent, and a "respondent" in the future will cause this LAT Proceeding to be run counter to the most-expeditious, just and cost-effective manner as the Appellant, the Tribunal and those receiving notice will be required at each step to address this issue. With the granting of this order herein, no such further wasted resources will be required.

[118]On May 2, 2024, NOM #4 and NOM #6 were to be heard, albeit insufficient time was available for the same, and NOM #4 was to be heard at the "hearing proper" and NOM #6 was relegated to a further preliminary or jurisdictional hearing.

[119](not claims adjuster)

[120] Mr. Karat corrected the Vice Chair who queried him at the outset if he was the "claims adjuster")(see: with Mr. Karat in controlling a seeming "document book" for **SNIC** to which Mr. Nieuwland referred to, with assistance from Mr. Karat, therein,)

[121](electronic hearing (telephone))

[122](with Karat in attendance as the admitted non-adjuster but "ADR Specialist" (not officer as Nieuwland would have it),

[123]The **Appellant** promptly notified the Tribunal, served **SNIC** (Karat) and **TDGIC** (Nieuwland), with his letters and evidence regarding his discovery of some of **SNIC**'s FSRA license number being #397 along with each and every other distinct insurance company doing business in Ontario under the "TD Bank Group" having different FSRA insurance license numbers. FSRA does NOT even refer to **SNIC**, TDHA, **TDGIC**, and Primmum as "affiliates" but rather "related companies". Being "related" does not make **SNIC** and **TDGIC** "one and the same" but, bluntly and colloquially, like "family members" or "cousins" from different provinces.

[124]Thereafter, **Appellant** moved promptly with notice and NOM #8.

[125]While the Tribunal has the power to "reconsider on its own initiative", the issue of reconsideration per se would require a different test and span other decisions and orders that have timeline restrictions. The Appellant is also confirming that if this order is granted, he need not seek reconsideration of any of the Lake orders and decisions regarding the summonses and NOM #7.

[126](see: https://www.collinsdictionary.com/dictionary/english/one-and-the-same#:~:text=phrase,one%20and%20the%20same%20person.)

[127](see: **HB, Tab 5 to** 7).

[129]See: Van Hodge per Adj. Lake

[130](ii) If the unilateral substitution of **TDGIC** for **SNIC** was prohibited by legislation (statute) at first instance, then is the Tribunal required to provide any notice to the non-parties before issuing its order, pursuant to s.21.1 of the *SPPA*, to correct the typographical errors or the similar errors, namely technical deficiency errors in the style of cause of any and all decisions or orders?

[131](see: section 1(1) of the Leg. Act., Part II and Part III therein)

[132]Bills receive "Royal Assent" and become "statutes" and "regulations" are filed. Acts and statutes have the same meaning.

[133]has been in force since 1990

[134][not a regulation]

[135]not a "by-law" passed by a municipality)

[136]Therefore, even if a "party" is referenced in a regulation regarding entitlement to be a party in a proceeding, section 5 of the *SPPA* has no applicability

[137](see: section 1(1) of the SPPA; see also: section 1(1) of the JRPA

[138]SNIC was and is required to have its license, namely license #397, to carry on automotive insurance in Ontario.

[139]Contract" means a contract of automobile insurance that, (a) is undertaken by **an insurer** that is licensed to undertake automobile insurance in Ontario (see: section 224(1) of Ins. Act.).

[140]However, the Legislature, by reference to the settled law and principles regarding legislative interpretation. chose the intentional and explicit language of "any time",

In her most recent edition, *Sullivan on the Construction of Statutes*, 5th ed. (Markham, Ont.: LexisNexis, 2008), at pp. 61-62, Prof. Sullivan puts it this way: When a word is defined by statute, the binding character of the stipulated meaning depends not on shared linguistic convention among lawyers and judges, but on legislative sovereignty. The legislature dictates that for the purpose of interpreting certain legislation the defined term is to be given the stipulated meaning. This meaning may closely resemble the conventional meaning of the defined term (whether ordinary or technical) or it may effect a significant departure (although too much of a departure would violate current drafting standards). In either case, interpreters are bound to apply the meaning stipulated by the law-maker, which may or may not incorporate conventional meaning.

[141](see: section 52 ("Corporate Requirements") ss. 52(3) of the *Insurance Act*)

[142](formerly Superintendent of the FSCO)

[143]**Section 52 "Corporate Requirements" Section 52 (3)**

> **Conditions precedent to issue of licence**
>
> (3) The Chief Executive Officer shall not issue the licence until he or she is satisfied that all the requirements of this Act and of the *Corporations Act* as to the subscriptions for shares in the capital of the insurer, the payment of money by shareholders on account of their subscriptions, the election of directors and other preliminaries have been complied with, and unless he or she is satisfied that the expenses of incorporation and organization, including any commission payable in connection with

subscriptions for shares in the capital of the insurer, are reasonable. R.S.O. 1990, c. I.8, s. 52 (3); 1997, c. 28, s. 90; 2018, c. 8, Sched. 13, s. 22.

Since 2016, the name of the Superintendent is not used and it is the "Chief Executive Officer": "Chief Executive Officer" means the Chief Executive Officer appointed under subsection 10 (2) of the *Financial Services Regulatory Authority of Ontario Act, 2016*;

[144]*Corporations Act*, RSO 1990, c C.38,

[145] The governing legislation herein shall be interpreted as being remedial and shall be given be such fair, large and liberal interpretation to ensure the attainment of their objects. See also: Part IV (sections 46 to 89) apply to every legislative act and regulation regardless of when the Act or regulation was made.

[146](see: section 46 of *Leg Act*.).

[147]**SNIC** filed its "Response" on January 25, 2024 and will remain sole insurer for any current and future adjusting of the Insured Person (Appellant) accident benefits file See: SNIC Response (documents albeit neither listed nor attached): all correspondence on file)

[148](see: **21.1** A tribunal may at any time correct a typographical error, error of calculation or similar error made in its decision or order. 1994, c. 27, s. 56 (36).

[162](see: *Tan*, HB Tab 17).

[169]relating to the insurer who is liable for *SABS* benefits to "insured persons" involved under the "no-fault insurance regime",

[170](see: *Vila*; and *Peel Mutual*)

[171]The corollary is that the insured persons should not be forced to expend additional resources to have the contractually selected and agreed underwriter to properly identify and participate in a LAT proceeding - should it wish to oppose any relief therein from an "Applicant: if it does not wish to do so, then enforcement is in order – all in accordance with SABS as required by the *Insurance Act* and by reference to section 19 of the *SPPA* and the FSRA should it fail to comply. Certainly, there is no right of unilateral and non-consensual substitution of a different licensed insurer for a SABS insurer *after* **SNIC** had filed its (and the) sole Response herein.

[172]Since 2014 (see: *Bhasin v. Hrynew*, 2014 SCC 71 ["Bhasin"]), the SCC found that it is an organizing principle in contractual relations in Canada that there is a duty of good faith in contractual relations between the parties.

[173]The SCC found that the duty of good faith did not apply to the negotiation phase or pre-contractual phase for potential parties to a contract. In this automotive insurance context, this would apply to discussions between a consumer and a licensed insurer but more practically a "broker" or "agent" on behalf of a specified licensed insurer.

[174]*Transamerica Life Canada*, 2016 ONSC 1777

[175]*Dervisholli et al. and Cervenak and State Farm*, 2015 ONSC 2286

[176]*Raffaella de Rosa v. Wawanesa Mutual Insurance Company*, 2017 ONFSCDRS 161

[177]*The Personal Insurance Company v. Jia,* 2020 ONSC 6361

[178]*Mansuri v Dominion of Canada General Insurance Company*, 2022 CanLII 138547 (ON LAT)

[179]R.S.O. 1990, c. I.8, s. 268 (3); 1993, c. 10, s. 1: An insurer against whom a person has recourse for the payment of statutory accident benefits is liable to pay the benefits. The **Appellant** is an individual and a person and only has recourse for payment of *SABS* against **SNIC** (397) and **SNIC** is liable to pay benefits to the Insured Person

[180]Section 268 (1) states, "Every contract evidenced by a motor vehicle liability policy, including every such contract in force when the *Statutory Accident Benefits Schedule* is made or amended, shall be deemed to provide for the statutory accident benefits set out in the *Schedule* and any amendments to the *Schedule*, subject to the terms, conditions, provisions, exclusions and limits set out in that *Schedule*. 1993, c. 10, s. 26 (1).

[181](where so found by the Tribunal)

[182]. under TD Claim #3 and this LAT Proceeding, and any future LAT proceedings

[183]Moreover, it can and would only be **SNIC** that could seek repayment from the **Appellant** if any such issue arose in any future LAT proceeding(s).

[186]TDGIC has not substantial and direct interest in the outcome as it is not a party to the Insurance Policy, and not liable under SABS. TDGIC has not made any payments nor was it authorized to receive confidential information and make such payments (see: supra).

[187]In *Wentworth*[187], said PEI tribunal

[188]in every reported decision in Ontario, under any of the 13 tribunals of "**Tribunal**s **Ontario**",

[189](see: *Emra*, Tab 9, page 264, citing Grzesiak)

[190](see: Tab 9, page 264, paragraph 6 of *Emra*).

[191]Even municipalities have alerted tribunals to an issue with the incorrect naming of a respondent by a 'claimant' – which is not at issue herein(public bodies under MFOIPPA (ON)). There is also a shorted limitation period for HRTO claims of one year as opposed to the Insurance Act, under automotive insurance claims under SABS being two years.

[192](see: Oxley, HB 11, page 269).

[193]See: 2012 HRTO 1 (Grzesiak v. 1263699 Ontario Limited (formerly Dot Benefits Corp.): where a mistaken reference to corporate respondent's former legal name, while not a typographic error or an error of calculating was nonetheless found to be a "similar error".

[194](see: Shinozaki, HB, Tab 12, page 274).

[195](see: HB, Tab 12, page 274, *Shinozaki* at paragraph 10); **TDIMM** and Primmum are *one and the same* under issued insurance policies by Primmum pursuant to its **FSRA** license certificate #1396, with respect to the "Employer Group Program".

[196]SNIC and Primmum use such "licenses" from the licensors of MMI and TD Bank as both have distinct names with any reference to "TD" in their correct legal name. This is distinct from TDHAIC, TDDII and TDGIC. Therefore, TDGIC has no "DBA" or "COB" and it is certainly not "TD Insurance Meloche Monnex".
[197]Any defence of this motion by either **SNIC** or **TDGIC** would be akin to a continued misrepresentation by omission.
[198](see: *Black Swan*; *Bennett*; and others; see: HB Tab 13, page 281)
[199]A respondent or even a non-respondent (or Non-*SABS* Insurance Company) may take a calculated risk in participating in hearings with the knowledge that it is incorrectly named by the Tribunal but if the correct name is found (as it has been found by the FSRA Enforcement Decisions in distinguishing between **SNIC** (397) and **TDGIC** (353), then the risk is measured against how many procedural and substantive steps the Non-*SABS* Insurance Company has taken (see: *Black Swan*, Tab 13)
[200](see: *Black Swan*, HB Tab 13, page 281).
[201](see: HB, Tab 19),
[202]The legal test when applying section 21.1 of the *SPPA* does not seek to determine gradations of errors but it is a threshold issue: whether there are errors in the name of the correctly named respondent i.e. the underwriter (**SNIC**) in the **Insurance Policy** (a "contract of insurance").
[203]Moreover, if the order was *not* granted, then the corollary would be that the **FSRA**, pursuant to its insurance licensing, investigation and discipline powers, has found that **SNIC** (397) and **TDGIC** (353) are separate and distinct but LAT has incentivized, by a dangerous precedent, insurance companies in Ontario to substitute one for the other AFTER an appearance was filed by the respondent, who has standing to defend the allegations in an Application, for another insurance company with a separately issued, by the **FSRA**, insurance company license number. Certainly, this would create issues also for the required quarterly statements of distinct federally regulated insurance companies (like **SNIC** and **TDGIC** who file separate obligatory financials with the OSFI) wherein the numbers therein for automotive insurance claims, reserves, and liabilities INCLUDE this and other automotive insurance matters. The LAT Rules' very purpose and objects is, inter alia, to have consistency with governing legislation and regulations and not granting the order herein would lead to the most inconsistent, uncertain and volatile state for not only this **SNIC Proceeding** but other unrelated LAT proceedings.
[204](of which there are two previous decisions of Vice Chair Lake and others, or appealing such decisions)
[205](see: HB, Tab 16, *P.J. v. Aviva*)
[206]While it is unknown what was the genesis or catalyst for the technical deficiency errors in the Vice Chair Lake decisions, it is not relevant as the obligatory amendments and alterations are jurisdictional requirements.
[207]The Tribunal has a simple balancing act to perform to determine whether to grant the order: which is the preferred evidence and author between Mr. Nieuwland's opinion (perhaps a false statement not made deliberately) that **SNIC** and TDGIC are "one and the same" or the **FSRA**'s public representations that **SNIC** and TDGIC are separate insurers in Ontario with separate head offices, and separate insurance registration license numbers along with having separate enforcement decisions against each?
[208]See: HB, Tab 3, page 99
[209]The rule in Foss v. Harbottle that a corporation is distinct from its shareholders (owners) (see: section 92 of the Leg. Act for a persuasive (as SNIC was incorporated under the CBCA and continued under the Insurance Companies Act).
[210]article by the law firm of "**Homes Stewart Von Antal LLP**" in Vancouver, **BC** titled "*Logical Consequences – when "must" means "may and "may" means must*" citing the case of *Julius v. Oxford (Lord Bishop*), 5 App. Cas 214 at 222-23 (H.L.) per Lord Carrins;

Ontario

Automobile Accident Benefits Service
Licence Appeal Tribunal

Document Submission - Confirmation

Submission for Tribunal File Number 23-015662/AABS

General Information

Company/Firm Name (if applicable)

Person Submitting Documents

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Documents Submitted

1 . Motion Submissions

Motion Submissions_AR_NOM_8_Motion Submissions_SPPA_21_1_FILEDSERVED_Document.pdf

Acknowledgement

Read carefully and then confirm the statements below.

I am the Claimant

☑ I certify that all information above and in the attachments are true and complete.

☑ I certify that within 5 days, I will serve a copy of the attached documents on all other parties and will serve the Tribunal with a completed Certificate of Service as proof of service of the documents. (Blank 'Certificate of Service' forms are available on the Tribunal's website at www.slasto-tsapno.gov.on.ca/lat-tamp/en/automobile-accident-benefits-service/forms/).

Date of submission 2024-05-20