Financial Services
Commission
of Ontario

Commission des
services financiers
de l'Ontario

FSCO A16-000631

BETWEEN:

ZI FENG ZHANG

Applicant

and

PEMBRIDGE INSURANCE COMPANY

Insurer

REASONS FOR DECISION

Before: Arbitrator Janette Mills

Heard: In person at ADR Chambers on September 25, October 5, 6 and 10, 2017 with written submissions completed on October 20, 2017

Appearances: Mr. Zi Feng Zhang participated
Mr. Pavlos Achlioptas and Ms. Jing Wang participated for Mr. Zi Feng Zhang
Mr. Ryan Kirshenblatt participated for Pembridge Insurance Company

Issues:

The Applicant, Mr. Zi Feng Zhang (the "Applicant"), was injured in a motor vehicle accident on August 12, 2014 and sought accident benefits from Pembridge Insurance Company ("Pembridge"), payable under the *Schedule*[1]. The parties were unable to resolve their disputes through mediation, and the Applicant, through his representative, applied for arbitration at the Financial Services Commission of Ontario under the *Insurance Act*, R.S.O. 1990, c. I.8, as amended.

[1] *The Statutory Accident Benefits Schedule - Effective September 1, 2010*, Ontario Regulation 34/10, as amended.

The issues in this Hearing are:

1. Is the Applicant entitled to income replacement benefits from February 10, 2015 to the present and ongoing?
2. Is the Applicant entitled to receive medical benefits for treatment provided by Perfect Physio and Rehab Centre as follows:
    a) $1,575.20 for massage therapy, dated March 11, 2015; and
    b) $200.00 for a reassessment, dated July 22, 2015?
3. Is the Applicant entitled to payments for the cost of examinations for services provided by Perfect Physio and Rehab Centre as follows:
    a) $200.00 for completion of an OCF-3 Disability Certificate on April 1, 2015?
4. Is Pembridge liable to pay a special award because it unreasonably withheld or delayed payments to the Applicant?
5. Is the Applicant entitled to interest for the overdue payment of benefits?
6. Is either party entitled to its expenses for this Arbitration Hearing?

Result:

1. The Applicant is entitled to income replacement benefits from February 10, 2015 to the present and ongoing.
2. The Applicant is entitled to receive medical benefits for treatment provided by Perfect Physio and Rehab Centre as follows:
    a) $1,575.20 for massage therapy, dated March 11, 2015; and
    b) $200.00 for a reassessment, dated July 22, 2015.
3. The Applicant is entitled to payments for the cost of examinations for services provided by Perfect Physio and Rehab Centre as follows:
    a) $200.00 for completion of an OCF-3 Disability Certificate on April 1, 2015.

4. Pembridge is liable to pay a special award calculated at 50% of the outstanding income replacement benefits and interest because it unreasonably withheld or delayed income replacement benefits to the Applicant.
5. The Applicant is entitled to interest for the overdue payment of benefits.
6. No expenses were requested with respect to this Hearing. If the parties are unable to agree on the entitlement to, or quantum of, the expenses of this matter within 30 days of the Order, the parties may request an appointment with me for determination of same in accordance with Rules 75 to 79 of the *Dispute Resolution Practice Code*.

EVIDENCE AND ANALYSIS:

Background

The Applicant is a 68 year old man originally from China. He came to Canada in 2006 to join his daughter and her family. He does not speak, read or write English and his understanding of spoken English is limited. The Applicant has minimal education, having attended school in China for two years until he was ten years old, at which time he began working as a farmer and then as a construction worker. Shortly after arriving in Canada he obtained employment at a plastics factory, where he worked full-time until the accident occurred. His first language is Fuzhou. He understands and speaks some Mandarin. He was 65 years old at the time of the accident.

Positions of the Parties

The Applicant submits that he has ongoing chronic pain and is completely unable to continue with reasonably suited employment, taking into consideration the demands of his full-time work prior to the accident and his personal circumstances such as age, language barrier and education. As a result, he is entitled to income replacement benefits ("IRBs") from February 10, 2015 to the present and ongoing.

The Applicant further submits that pain relief is a legitimate goal of a treatment plan and that all

treatments incurred, including massage treatments, were reasonable and necessary as was the re-assessment fee and the Disability Certificate, dated April 1, 2015.

The Insurer submits that the Applicant is not entitled to further IRBs either in the pre-104 interval or the post-104 interval. Neither the Applicant's evidence nor the medical evidence supports continued occupational disability. The Insurer further submits that it is not liable to pay for the April 1, 2015 Disability Certificate because the Disability Certificate was not required under ss. 21, 36 or 37 of the *Schedule* and it is not liable to pay the re-assessment fee of $200.00 in connection with the July 22, 2015 treatment plan because the Applicant has not established that the fees charged were "reasonable". Further, the March 11, 2015 treatment plan was neither reasonable nor necessary.

Burden of Proof

The Applicant has the burden of establishing on a balance of probabilities that he is entitled to the requested benefits.[2]

The Evidence

The Accident

The Applicant testified that he was in the front passenger seat of a car, travelling to his place of employment when the car was hit by another vehicle. His vehicle was making a left hand turn when it was struck by an oncoming vehicle on the right front passenger side. The accident happened very quickly and although the Applicant's vehicle was travelling very slowly he did not see the vehicle that struck the car that he was travelling in. The Applicant was wearing his seat belt.

The Applicant's Injuries

The Applicant testified that on impact he began to yell. He was in a great deal of pain and felt like there was a knife splitting open his chest. He didn't know what was going on and thinks he may

[2] *Brown and State Farm*, A12-000191, at pp. 3-4.

have lost consciousness. He noticed that the driver of the car was not moving and initially thought that he was dead. The Applicant testified that he kept yelling, saying that he was having pain in his chest. An ambulance arrived. He was not able to exit the car from the passenger side and had to be helped out from the driver side of the vehicle. He was transported to hospital and was discharged three to four hours later, after seeing a doctor and having been x-rayed. At the hospital he communicated in Mandarin.

The Applicant's Life before the Accident

The Applicant testified that prior to the accident, he worked five days each week and overtime at the plastics factory making molds for plastic piping, sometimes up to 60 hours a week. He was paid $14.00 per hour. Due to his limited language skills, co-workers who spoke Mandarin would translate for him. His daughter had found the job for him and he had been a full-time employee since shortly after arriving in Canada. The Applicant had no performance issues prior to the accident and enjoyed his work. While his health was generally good, he did have diabetes, high blood pressure and high cholesterol but these conditions were controlled with medication. When he first started working for the company he had difficulties with nasal congestion which interfered with his sleep. However, he was treated and it resolved. Initially, because his employment required standing for long periods, he had difficulty with numbness to his legs but this also resolved. He had had no other accidents prior the accident in August, 2014. He had no psycho-social or emotional issues and did not suffer with back, neck, shoulder, chest or rib pain.

1. Is the Applicant entitled to receive income replacement benefits from February 9, 2015 to the present and ongoing?

In regard to IRBs the *Schedule* states as follows:

> **Eligibility criteria**
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> 5. (1) The insurer shall pay an income replacement benefit to an insured person who sustains an impairment as a result of an accident if the insured person satisfies one or both of the following conditions:
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> 1. The insured person,

i. was employed at the time of the accident and, as a result of and within 104 weeks after the accident, suffers a substantial inability to perform the essential tasks of that employment, or

ii. was not employed at the time of the accident but,

A. was employed for at least 26 weeks during the 52 weeks before the accident or was receiving benefits under the Employment Insurance Act (Canada) at the time of the accident,

B. was at least 16 years old or was excused from attending school under the Education Act at the time of the accident, and

C. as a result of and within 104 weeks after the accident, suffers a substantial inability to perform the essential tasks of the employment in which the insured person spent the most time during the 52 weeks before the accident.

Period of benefit

6. (1) Subject to subsection (2), an income replacement benefit is payable for the period in which the insured person suffers a substantial inability to perform the essential tasks of his or her employment or self-employment. O. Reg. 34/10, s. 6 (1).

(2) The insurer is not required to pay an income replacement benefit,

(a) for the first week of the disability; or

(b) after the first 104 weeks of disability, unless, as a result of the accident, the insured person is suffering a complete inability to engage in any employment or self-employment for which he or she is reasonably suited by education, training or experience. O. Reg. 34/10, s. 6 (2).

- ***Pre-104 entitlement***

There is no issue that the Applicant met the threshold requirement of having sustained an impairment as a result of an accident and that he was employed at the time of the accident and, as a result of and within 104 weeks after the accident, suffered a substantial inability to perform the essential tasks of that employment. The Applicant received Short-Term Disability (“STD”) payment for six months from his employer. Subsequently, the Insurer assessed his eligibility and determined an IRB stoppage date of August 7, 2015. The Applicant has not returned to work.

Subsequent to the accident, the Applicant saw Dr. Li, his family doctor, and attended for massage, chiropractic and physiotherapy treatments at Perfect Physio and Rehab Centre. The clinical notes and records of Dr. Li demonstrate that the Applicant was suffering from accident related injuries; he was having trouble sleeping, and was feeling pain in his head, neck and shoulders. He was anxious, feeling dizzy and having difficulty moving his neck left or right.

The Applicant testified that his problems became increasingly worse a few months after the accident. The Applicant described pain in his chest, under his left arm and in his left back area. Dr. Li sent him for scans and also prescribed medication for pain. A few months later he reported to Dr. Li that he felt "under mental pressure". Dr. Li told him that he may be depressed and recommended massage, chiropractic and physiotherapy treatments. The Applicant testified that he followed Dr. Li's advice but continued to have pain and that the pain spread to his low back, thigh and lower leg. Dr. Li continued to recommend massage, chiropractic and physiotherapy treatment and in 2016 referred him to a pain specialist, Dr. Lo. Subsequently, a bone scan showed that he had undergone a traumatic fracture of the chest. He was told that he was suffering from chronic pain and fibromyalgia.

Prior to this the Applicant had been referred for an Insurer's Examination ("IE") to determine whether or not the treatment plan dated March 11, 2015 was reasonable and necessary. On May 5, 2015, the Applicant was sent to see Dr. Czok, a Physiatrist. Dr. Czok testified that she assessed the Applicant and noted soft tissue injuries that had largely resolved at the time of her assessment. The Applicant reported occasional symptoms of pain to his neck, lower back and chest. In her view, the Applicant had received appropriate treatment and direction for self-exercise and the proposed treatment plan dated March 11, 2015 was neither reasonable nor necessary. Self-directed exercise was the only thing required and the Applicant was capable of returning to work on a full-time basis.

In Dr. Czok's view, the Applicant was not suffering from chronic pain because he reported his pain as intermittent. In her view, although she did not suspect the Applicant of malingering, his complaints were disproportionate to her objective findings. However, she agreed that there is a strong psychological component to chronic pain and agreed that it was possible not to have any objective findings of pain but still suffer with chronic pain. She did not review any family doctor

records before her assessment of the Applicant because in her view they were illegible. Nor did she perform exercises specific to his work related duties such as lifting, climbing stairs and walking. The assessment interview lasted for 80 minutes, which included time spent taking the Applicant's history. Dr. Czok was never provided with any additional information pertaining to the Applicant; she did not view the bone scan showing the fracture and was never asked to reassess the Applicant.

The Applicant gave his testimony in a forthright and consistent manner and I find him to be a credible witness. I accept his testimony that he was experiencing ongoing pain as a result of the accident. I recognize that the Applicant has diabetes and that his age has precipitated general decline such as degenerative disc disease. However, I note that Dr. Palantzas, the Applicant's Chiropractor from Perfect Physio and Rehab Centre, testified that degenerative disc disease can impact a patient's recovery rate.

Furthermore, I prefer the evidence of both Dr. Li's and Dr. Lo's clinical notes and records to that of Dr. Czok. I note that the Applicant saw Dr. Li regularly and that, whilst not on every occasion, he had consistently reported ongoing pain and depressed mood. In addition, the Applicant saw Dr. Lo on three separate occasions and on one of those occasions it was confirmed that the Applicant had suffered a fracture to his fourth and fifth ribs. There is no evidence before me to suggest that this injury was a result of anything other than the accident and this fracture is consistent with the pain that the Applicant had been continuously and consistently reporting to all of his healthcare providers since the accident occurred. I also find it notable that Dr. Czok, despite her conclusions, testified that she did not think the Applicant was malingering. I find this evidence supports the findings of Dr. Li and Dr. Lo that he was experiencing chronic pain.

The Insurer submits that many of the Applicant's complaints are due to his degenerative disc disease and diabetes, which pre-date the accident. I note that the accident need not be the sole or main cause of the Applicant's condition. It need only be shown that the accident made a significant or material contribution to his disability. Even if the Applicant's disability results from the cumulative effect of his problems (pre-existing and accident-related), he is entitled to benefits.[3]

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[3] *Alves and Commercial Union*, August 25, 2000 A96-000247 at p. 6.

In addition to the Applicant's physical injuries, he was also assessed by a Psychologist, Dr. Yeah. I accept the testimony of Dr. Yeah that the Applicant presented as depressed. This is confirmed by the reference to low mood found in his family doctor's notes. Dr. Yeah testified that he assessed the Applicant on November 27, 2016. He used three commonly employed psychological tests. Of the three tests used, one has a validity test built into it and the Applicant passed that validity test. On the basis of the tests performed, the Applicant was diagnosed with adjustment disorder with mixed anxiety and depressive reaction. The Applicant was experiencing difficulty in social, personal and occupational spheres which was partly related to his pain and inability to work. He reported a great deal of anxiety and severe depression. Subsequently, the Applicant attended counselling sessions at Perfect Physio and Rehab Centre from January 26, 2017 to March 28, 2017. The Applicant reported no pre-accident psychological difficulties.

In my view, due to the Applicant's chronic pain, he can no longer work in a labour intensive environment. I reject the Insurer's position that the Applicant's pre-accident employment can be described as "not particularly physically demanding". The Jobsite Analysis considered his work to be "medium work".[4] Nor do I consider there to be evidence that disputes this characterization. I accept the testimony of the Applicant that in his culture and background, physical work is assessed from a very high standard and I give little weight to the comments of the Applicant's daughter found in Dr. Lo's report that his work was not very physical.

Based on the evidence before me, I find that the Applicant has proven on a balance of probabilities that he was substantially unable to perform the essential tasks of his pre-accident employment from February 9, 2015 to August 13, 2016.

- ***Post-104 entitlement***

Post-104 entitlement requires that as a result of the accident, the insured person is suffering a complete inability to engage in any employment or self-employment for which he or she is reasonably suited by education, training or experience.

At the time of the accident the Applicant was 65 years old. He has limited Canadian work

[4] Exhibit 3, Tab 31 at p. 332.

experience and prior to coming to Canada had always been employed as a physical labourer in farming and construction. He has a grade 2 education, having left school when he was ten years old. His first language is Fuzhou. He speaks and understands some Mandarin. He has no English language skills. He has no computer or technological skills. The only work that the Applicant is suited to is physical labour in an environment where he does not have to communicate in English.

Due to the Applicant's chronic pain, he can no longer work in a physical labour intensive environment. Furthermore, it is evident that the Applicant does not have the skills to work in another field and I find that he is completely unable to continue with reasonably suited employment.[5] I acknowledge that the Applicant had sent a letter to his employer in October, 2015 indicating his intention to retire. However, I accept the Applicant's testimony that prior to the accident he had no immediate plans to retire, that he could not return to work due to his impairment, that this letter was sent out of frustration, and that he felt pushed into retirement prematurely.

As stated above, I find the Applicant to be a credible witness. In addition, the evidence before me demonstrates little contact or communication between the Applicant and the Insurer, which lends credence to his testimony that he was feeling frustrated and at a loss as to what to do. I also note that in October, 2015 when he sent the retirement letter, the Applicant was starting to complain to his family doctor of insomnia and low mood. All of these factors must be taken into consideration.

Based on the evidence before me, I find that the Applicant has proven on a balance of probabilities that he is completely unable to perform the essential tasks of his pre-accident employment and is entitled to post-104 IRBs.

2. Is the Applicant entitled to receive medical benefits for treatment provided by Perfect Physio and Rehab Centre as follows:

a) $1,575.20 for massage therapy, dated March 11, 2015?

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[5] *Burgess and Pembridge Insurance Co.,* FSCO A11-001160, June 14, 2013

Dr. Palantzas testified that she is a Chiropractor and that she was working for Perfect Physio and Rehab Centre in 2014, and that she assessed and treated the Applicant. On each occasion, either his daughter or a clinic employee was present for translation purposes. Dr. Palantzas completed, *inter alia*, an OCF-18 recommending massage treatment, dated March 11, 2015.

The Applicant was reporting ongoing pain and Dr. Palantzas recommended massage treatment, which is considered passive treatment and is recommended when a person continues to have injuries. She was also aware that his family doctor continued to recommend massage and agreed it was indicated. The Applicant had reported that massage alleviated his pain, which is a legitimate treatment goal.

Upon receiving the OCF-18, the Insurer sent the Applicant to Dr. Czok for an IE. Dr. Czok testified that the treatment plan was not reasonable and necessary because she found no objective indication of pain. She noted soft tissue injuries that had largely resolved at the time of her assessment. In her view, the Applicant had received appropriate treatment and direction for self-exercise. The proposed treatment plan was neither reasonable nor necessary and self-directed exercise was the only thing required. She further testified that massage treatment can be counterproductive and that she never recommends it. However, she also testified that the treatment modalities received by the Applicant prior to her assessment, including massage, were considered by her to be appropriate.

The evidence from the Applicant's family doctor's notes demonstrate that the Applicant was continuing to have pain and that massage treatment assisted in alleviating his pain. Dr. Czok testified that although she would not recommend massage therapy and would only recommend physiotherapy as required to ensure a patient understands how to do exercises correctly, pain relief is a legitimate treatment goal.

I accept the Applicant's testimony as supported by his family doctor's clinical notes and records and find that in March, 2015 he was continuing to experience pain as a result of the accident and that massage therapy assisted to alleviate his pain. Furthermore, there is no indication before me that the massage treatment received by the Applicant was counterproductive to his recovery. I note that Dr. Czok agreed that the Applicant did not appear to be malingering and that in patients with

chronic pain there may not be objective signs of pain. In my view, the treatment plan dated March 11, 2015 was reasonable and necessary and the Applicant is entitled to receive such a benefit.

b) $200.00 for the cost of a reassessment – treatment plan, dated July 22, 2015?

The Applicant's condition had not changed significantly between March, 2015 and July 22, 2015. Dr. Palantzas testified that it is reasonable to conduct another assessment if the patient is experiencing continuous pain, as there is a risk that the patient may revert if treatment is stopped in such circumstances. The Insurer submits that Dr. Palantzas provided no explanation as to why $200 for a reassessment was reasonable. I am in agreement with the Insurer that no evidence was led specifically in this regard. I am mindful that the onus is on the Applicant and does not shift. However, I note that the Insurer paid $200 for previous reassessments. In my view, it is reasonable to conclude that if the Insurer considered $200 to be a reasonable amount, in keeping with the *Schedule*, on previous occasions then $200 remains a reasonable amount and I find that the Applicant has discharged his onus. I also note that the Insurer's only submission in regard to the reassessment was in respect of the amount charged and not the reasonableness of the reassessment itself. For the reasons outlined above, I find that the Applicant is entitled to receive such a benefit.

3. Is the Applicant entitled to payments for the cost of examinations for services provided by Perfect Physio and Rehab Centre as follows:

a) $200.00 for completion of an OCF-3 Disability Certificate dated April 1, 2015?

Dr. Palantzas testified that she submitted an OCF-3 for the Applicant on April 1, 2015 indicating that the Applicant was unable to work for an anticipated duration of 9 to 12 weeks. The Applicant continued to complain of pain and had restricted range of motion. She considered the Applicant's pain as chronic and that it would not resolve sooner than the 9 to 12 week estimate. She canvassed the Applicant's work duties with him prior to coming to this conclusion.

Lazina Patel was the adjuster assigned to the Applicant's file. She testified that she did not pay for the OCF-3 dated April 1, 2015 because she had not requested it. The Insurer submits that it was not warranted under sections 21, 36 or 37 of the *Schedule*. In my view, the context in which the OCF-3 was submitted has to be considered.

Previously, the adjuster had received an initial OCF- 3 dated August 14, 2014 and on the basis of that OCF-3 the Applicant was considered eligible for IRBs. However, he had STD benefits, and immediately after the accident the Insurer required further information to determine the quantum payable; as a result, no IRBs were paid.

An Explanation of Benefits dated September 19, 2014, informing the Applicant that the Insurer required an OCF-2 (Confirmation from Employer) to calculate his IRB entitlement, was sent to the Applicant. The Applicant subsequently provided the Insurer with an OCF-2 and later an OCF-13 (Declaration of Post-Accident Income). However, at no time was the Applicant informed that the Insurer would be paying IRBs despite receiving an Explanation of Benefits, dated July 23, 2015 informing him that his IRBs would be stopped on August 7, 2015. Nor at any time has he been informed of the quantum of IRBs payable. In addition, he has never received an IRB payment, with the exception of the IRB short-fall which was not actually paid to the Applicant until March 29, 2017.

Given the Insurer's failure to pay an IRB without explanation and its failure to comply with section 36(4) of the *Schedule*, the OCF-3 submitted by the Applicant, dated April 1, 2015, amounted to a request for an assessment of IRB entitlement and was reasonable and necessary in the circumstances, and the Applicant is entitled to payment.

4. Is Pembridge liable to pay a special award because it unreasonably withheld or delayed payments to the Applicant?

Section 282(10) of the *Insurance Act* requires an arbitrator to make a special award upon finding that an insurer unreasonably withheld or delayed payments of benefits found to be owing. The award is a lump sum, with a fixed maximum limit, in addition to the benefits and interest owed to

the insured. In *Plowright and Wellington*, Arbitrator Palmer described unreasonable behaviour in the withholding of payments as behaviour which was excessive, imprudent, stubborn, inflexible, unyielding or immoderate.[6]

In my view, the Insurer unreasonably withheld or delayed payments to the Applicant in regard to his IRB entitlement. Up until March 29, 2017, the Applicant never received any payment for IRBs despite being considered eligible. Furthermore, the only payment he received on March 29, 2017 was in regard to the short-fall during the period he was receiving STDs. To date, he has not received payment for IRBs up to the Insurer's stoppage date. The Applicant was continuing to submit OCF-3s and the Insurer was aware that he had not returned to work. No attempt was made to contact him and discuss his situation. In addition, the Applicant has established his entitlement to the benefits in question.

It is axiomatic that the Insurer and the Applicant are in a good faith relationship and that the Insurer has the obligation to continue to assess the Applicant's entitlement. The adjuster was unable to provide any explanation as to why she had not assessed the Applicant's quantum or paid any IRB to him up to the stoppage date, or communicated with him. I am in agreement with the Insurer that a simple oversight will not necessarily provoke a special award. However, in this case, the Insurer's actions went beyond an oversight and can reasonably be said to be imprudent. As a result, the Insurer shall pay the Applicant a special award calculated at 50% of the outstanding IRBs and interest.

Based on the IEs, the Insurer was entitled to deny payment of the impugned treatment plans. The OCF-3 dated April 1, 2017 is governed by the parameters of s. 36 of the *Schedule* and although the context within which it was submitted was important to the finding of reasonableness, I cannot find that the Insurer's conduct in not paying for it falls within the definition of unreasonable behavior, such as to incur a special award.

5. Is the Applicant entitled to interest for the overdue payment of benefits?

In regard to the payment of interest the *Schedule* provides as follows:

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[6] *Plowright and Wellington,* FSCO A-003985, October 29, 1993 at p. 17.

> **Overdue payments**
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> 51. (1) An amount payable in respect of a benefit is overdue if the insurer fails to pay the benefit within the time required under this Regulation.
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> (2) If payment of a benefit under this Regulation is overdue, the insurer shall pay interest on the overdue amount for each day the amount is overdue from the date the amount became overdue until it is paid, at the rate of 1 per cent per month, compounded monthly.

Having found that the benefits were payable, the Applicant is entitled to interest at the prescribed rate.

EXPENSES:

No expenses were requested with respect to this Hearing. If the parties are unable to agree on the entitlement to, or quantum of, the expenses of this matter within 30 days of the Order, the parties may request an appointment with me for determination of same in accordance with Rules 75 to 79 of the *Dispute Resolution Practice Code*.

___________________________	December 18, 2017
Janette Mills Arbitrator	Date

Financial Services Commission of Ontario

Commission des services financiers de l'Ontario

FSCO A16-000631

BETWEEN:

ZI FENG ZHANG

Applicant

and

PEMBRIDGE INSURANCE COMPANY

Insurer

ARBITRATION ORDER

Under section 282 of the *Insurance Act*, R.S.O. 1990, c. I.8, as it read immediately before being amended by Schedule 3 to the *Fighting Fraud and Reducing Automobile Insurance Rates Act*, 2014, and Ontario *Regulation 664*, as amended, it is ordered that:

1. The Applicant is entitled to income replacement benefits from February 9, 2015 to the present and ongoing.
2. The Applicant is entitled to receive medical benefits for treatment provided by Perfect Physio and Rehab Centre as follows:
   a) $1,575.20 for massage therapy, dated March 11, 2015; and
   b) $200.00 for chiropractic treatment, dated July 22, 2015.
3. The Applicant is entitled to payments for the cost of examinations for services provided by Perfect Physio and Rehab Centre as follows:
   a) $200.00 for completion of and OCF-3 Disability Certificate (OCF-3) on April 7, 2015.

4. Pembridge is liable to pay a special award calculated at 50% of the outstanding income replacement benefits and interest because it unreasonably withheld income replacement benefits to the Applicant.
5. The Applicant is entitled to interest for the overdue payment of benefits.
6. No expenses were requested with respect to this Hearing. If the parties are unable to agree on the entitlement to, or quantum of, the expenses of this matter within 30 days of the Order, the parties may request an appointment with me for determination of same in accordance with Rules 75 to 79 of the *Dispute Resolution Practice Code*.

______________________	December 18, 2017
Janette Mills Arbitrator	Date