



Citation: Kuo v. Security National Insurance Company, 2026 ONLAT 24-007413/AABS

Licence Appeal Tribunal File Number: 24-007413/AABS

In the matter of an application pursuant to subsection 280(2) of the *Insurance Act*, RSO 1990, c I.8, in relation to statutory accident benefits.

Between:

Chia Lien Catherine Kuo

Applicant

and

Security National Insurance Company

Respondent

DECISION

ADJUDICATOR: Michael Beauchesne

APPEARANCES:

For the Applicant: Rakesh Sharma, Counsel

For the Respondent: Matthew Dugas, Counsel

HEARD: By way of written submissions

OVERVIEW

- [1] Chia Lien Catherine Kuo (the “applicant”) was involved in an automobile accident on November 23, 2018, and sought benefits pursuant to the *Statutory Accident Benefits Schedule - Effective September 1, 2010 (including amendments effective June 1, 2016)* (the “Schedule”). The applicant was denied benefits by Security National Insurance Company (the “respondent”) and applied to the Licence Appeal Tribunal - Automobile Accident Benefits Service (the “Tribunal”) for resolution of the dispute.

ISSUES

- [2] The issues in dispute are:
1. Is the applicant entitled to \$14,684.10 for occupational therapy services proposed by Uheal Rehab Centre in a treatment plan (“OCF-18”) dated April 29, 2024?
 2. Is the applicant entitled to attendant care benefits (“ACB”) in the amount of \$4,904.50 (\$5,616.10 less \$711.60 approved) per month from March 1, 2023, to March 31, 2023?
 3. Is the applicant entitled to ACB in the amount of \$2,136.00 (\$2,847.60 less \$711.60 approved) per month from April 1, 2023, to June 30, 2023?
 4. Is the applicant entitled to ACB in the amount of \$1,503.20 (\$2,214.80 less \$711.60 approved) per month from July 1, 2023, to July 31, 2023?
 5. Is the applicant entitled to ACB in the amount of \$3,085.20 (\$3,796.80 less \$711.60 approved) per month from August 1, 2023, to September 30, 2023?
 6. Is the applicant entitled to ACB in the amount of \$3,401.26 (\$4,113.20 less \$711.94 approved) per month from October 1, 2023, to October 31, 2023?
 7. Is the applicant entitled to ACB in the amount of \$3,663.32? (\$4,350.50 less \$687.18 approved) per month from November 1, 2023, to November 30, 2023?
 8. Is the applicant entitled to ACB in the amount of \$3,416.02 (\$4,113.20 less \$697.18 approved) per month from December 1, 2023, to December 31, 2023?

9. Is the applicant entitled to ACB in the amount of \$3,742.42 (\$4,429.60 less \$687.18 approved) per month from January 1, 2024, to January 31, 2024?
10. Is the applicant entitled to ACB in the amount of \$2,476.82 (\$3,164.00 less \$687.18) per month from February 1, 2024, to February 29, 2024?
11. Is the applicant entitled to ACB in the amount of \$2,160.42 (\$2,847.60 less \$687.18) per month from March 1, 2024, to April 30, 2024?
12. Is the applicant entitled to ACB in the amount of \$2,160.42 (\$2,847.60 less \$687.18 approved) per month from May 1, 2024, to May 31, 2024?
13. Is the applicant entitled to ACB in the amount of \$1,844.02 (\$2,531.20 less \$687.18 approved) per month from June 1, 2024, to June 30, 2024?
14. Is the applicant entitled to ACB in the amount of \$2,160.42 (\$2,847.60 less \$687.18 approved) per month from July 1, 2024, to July 31, 2024?
15. Is the applicant entitled to ACB in the amount of \$2,160.42 (\$2,847.60 less \$687.18 approved) per month from August 1, 2024, to August 31, 2024?
16. Is the applicant entitled to ACB in the amount of \$1,844.02 (\$2,531.20 less \$687.18 approved) per month from September 1, 2024, to September 30, 2024?
17. Is the applicant entitled to ACB in the amount of \$2,847.60 per month from October 1, 2024 to date and ongoing?
18. Is the respondent liable to pay an award under section 10 of Regulation 664 because it unreasonably withheld or delayed payments to the applicant?
19. Is the applicant entitled to interest on any overdue payment of benefits?

PROCEDURAL ISSUE

- [3] I find the applicant may rely on the revised attendant care benefit ("ACB") quantum specified in her written submissions, save the quantum specified for the period of December 2023.
- [4] For context, at the time of the case conference, the parties consented to proceed with the issues in dispute as documented in the case conference report and

order for this matter, dated October 16, 2024. Those issues include multiple ACB claims over different periods with varied quantum. However, the applicant's written submissions identify that all of these claims were partially approved—despite not identifying this at the case conference as she ought to have done per Rule 14.2(c) of the 2023 *Licence Appeal Tribunal Rules* (“*Rules*”)—and unilaterally make changes to two of the quanta as follows:

1. The disputed ACB quantum for the period of November 1, 2023, to November 30, 2023 was increased to \$3,663.32 from \$3,618.32. The applicant did not acknowledge this change in her submissions and offered no rationale for the discrepancy.
2. The disputed ACB quantum for the period of December 1, 2023, to December 31, 2023 was increased to \$3,426.02 from \$3,401.26. The applicant acknowledged she had revised the quantum in her written submission but offered no rationale for the change.

[5] In addition, the applicant's written submissions undertake a wholesale revision of the disputed ACB owing from May 1, 2024 up to the date of the case conference. While the parties agreed at the case conference that the disputed monthly amount for that period was \$2,847.60, the applicant's written submissions now seek monthly payments ranging from \$1,844.02 to \$2,160.42 over five increments, with \$2,847.60 disputed for the month of October 2024 when the case conference occurred. I note here too, that all of the corresponding invoices for these periods—save for the month of October 2024—are dated *prior to the case conference* and should therefore have been exchanged, filed and addressed when the issues in dispute were determined at the case conference in consultation with the parties.

[6] The respondent's submissions do not address these discrepancies and I was not pointed to evidence of the respondent consenting to these changes.

[7] In my view, it was both open and proper for the applicant to seek the consent of the respondent and engage the motion process at *Rule 15* to request quantum changes in advance of the hearing. The applicant did not do so and I find this hindered the efficiency of the hearing. Despite this, and after reviewing the ACB invoices in evidence that correspond to each of the incremental periods specified in the applicant's submissions, I find the revised quantum is largely consistent with the revisions in her written submissions. I am not persuaded, however, that the quantum for the ACB period of December 2023 is \$3,426.02 as submitted by the applicant. The invoice in evidence shows that the total charges were \$4,113.20 less \$697.18 paid for a balance of \$3,416.02.

[8] I have adjusted the issues in dispute accordingly.

RESULT

[9] The applicant is entitled to the disputed OCF-18, with interest payable on any amounts incurred prior to the hearing in accordance with section 38(11) of the *Schedule*. The denied portions of the disputed ACB invoices are not payable, nor is any interest on these amounts. The respondent is not liable to pay an award.

ANALYSIS

Does the denial notice for the disputed OCF-18 comply with the *Schedule*?

- [10] I find the applicant has shown the respondent's denial notice does not comply with all the requirements set out at section 38(8) of the *Schedule*.
- [11] Section 38(8) of the *Schedule* provides that within 10 business days after it receives an OCF-18, the respondent shall give the applicant a notice that identifies which goods, services, assessments and examinations it agrees to pay for, as well as those it does not agree to fund. The respondent is further required **to provide the medical reasons and all of the other reasons** why it considers any items or their proposed costs to not be reasonable and necessary. The consequences of failing to comply with section 38(8) are made out in section 38(11), which states that the respondent is prohibited from relying on the MIG and further, that it shall pay for all goods, services, assessments and examinations described in the OCF-18 that relate to the period starting on the 11th business day after the day the respondent received the application and ending on the day the respondent gives a notice that complies with section 38(8) of the *Schedule*.
- [12] For context, the disputed OCF-18 was completed by Mr. Raymond Wong (occupational therapist) on May 7, 2024. It proposes five airfares—for the applicant and her four immediate family members—at a total cost of \$12,500.00; three hours of team communication at \$359.60; and a \$200.00 form completion fee. The OCF-18s goals include pain reduction, improved strength, increased range of motion, and, as articulated by Mr. Wong, "...[o]ccupational [t]herapy to assist [the applicant] to achieve maximum recovery and to regain functions to perform all pre-accident ADL/ANL tasks." Mr. Wong included a written narrative, which explains that the applicant's travel to her home country will provide closure in her relationship with an ailing family member overseas, as well as provide emotional solace and psychological well-being during the ensuing period of grief and transition.

[13] The applicant submits that the validity of the respondent's denial notice for the disputed OCF-18 turns on its compliance with section 38(8) of the *Schedule* to provide medical and all other reasons as to why the goods and services that it does not agree to pay are not reasonable and necessary. The applicant contends that the respondent's reasons for denial ignore her catastrophic impairment designation and medical history, as well as offer an unqualified medical opinion by determining "there is no medical evidence to support that the proposed goods and services are essential for your ongoing treatment and rehabilitation." The applicant relies on *Hedley v. Aviva Insurance Company of Canada*, 2019 ONSC 5318 CanLII ("*Hedley*") to show that the respondent's denial notice does not comply with the *Schedule* because it fails to support its reasoning by identifying what medical evidence was required to support the proposed treatment as "essential."

[14] The respondent's submissions describe its notice, dated May 13, 2024, as "appropriate and well-reasoned," emphasizing that its reasons were sufficient and that a section 44 Insurer's Examination ("IE") was not required in this circumstance. The respondent's submissions do not rely on any authorities to support its position that its reasons for denial, as articulated in its notice, were sufficient.

[15] I am persuaded that the applicant's arguments on the insufficiency of the denial notice have merit. Section 38(8) sets out the respondent's requirement to provide the medical reasons and all of the other reasons why it does not consider the proposed airfare to be reasonable and necessary. To that end, I find the May 2024 notice provides the following reason:

"Currently, there is no medical evidence to support that the proposed goods and services are essential to your ongoing treatment / rehabilitation. At this time, the insurer does not agree that the [airfare, administrative fee, and form preparation fee] are essential to your ongoing treatment and rehabilitation."

[16] In *Hedley*, which is binding on the Tribunal, the court grappled with a reconsideration decision involving the adequacy of reasons provided by the insurer to deny a medical benefit. The reasons provided by the insurer in *Hedley* went like this:

"... unable to determine whether the recommendations are reasonably required for the injuries you received in this motor vehicle accident ... [t]he type(s) of treatment does not appear consistent with the patient's diagnosis."

- [17] The court upheld the Tribunal’s decision to grant the reconsideration request in *Hedley*, the basis for which was based on the principle that if the notice “... *offers a principled rationale based fairly on an insured’s file, an insurer will have satisfied its obligation under section 38(8).*” When I apply *Hedley* to this case, I find the respondent’s notice in this case falls well short of that mark because it does not mention what file information it did, in fact, consider to determine there was no medical evidence to support the proposed airfare. Accordingly, I am satisfied its rationale cannot be said to be principled as it is unsupported. Put differently, I echo the finding in *Hedley*, that: “[m]ere ‘boilerplate’ statements do not provide a principled rationale to which an insured can respond. In essence, such statements constitute no reasons at all.”
- [18] In my view, the denial notice should have at least explored what information pertaining to the applicant’s psychological history and impairments was reviewed by the respondent. This is because Mr. Wong’s OCF-18 narrative describes “emotional solace and psychological well-being” as an “urgent” need, as well as the trip being “essential” to alleviate the “stress” the applicant faced at that time. In fact, Part 6 of the OCF-18 references accident-related injuries that consist of: recurrent depressive disorder, stress, specific phobias, anxious personality disorder, nervousness, malaise and fatigue, nightmares, sleep disorders, unhappiness, irritability and anger, cognitive functioning issues, attention disturbances, and amnesia. In addition, the letter produced by the applicant (dated February 23, 2023) shows the respondent earlier accepted the applicant’s catastrophic impairment determination under criterion 8, which pertains to a mental or behavioural disorder. Given that all this information was available to, and known by the respondent at the time it issued its denial notice, I agree that like *Hedley*, the notice provides sparse case-specific details that demonstrate the applicant’s medical history and impairments were considered by the respondent.
- [19] When I consider this evidence in totality on a balance of probabilities, I find the respondent’s denial notice does not comply with section 38(8) of the *Schedule*, and specifically that it failed to provide the medical reasons and all of the other reasons for its denial of the disputed OCF-18. It follows then, that the applicant is entitled to the relief specified at section 38(11) of the *Schedule*, and that an analysis of whether the proposed treatment is reasonable and necessary and essential pursuant to sections 16(1) and 16(3)(l) of the *Schedule* are not required per *Kyrylenko v. Aviva Insurance Canada*, 2021 ONSC 4929 CanLII (“*Kyrylenko*”) [see para 13]. I therefore have not considered the parties’ corresponding submissions on substantive entitlement.

- [20] I am mindful too of the binding decision in *Aviva Insurance Company of Canada v. Danay Suarez*, 2021 ONSC 6200 CanLII (“*Suarez*”). In *Suarez*, the court found that requiring claimants to self-fund treatment is a barrier to justice and contrary to the consumer protection purpose of the *Schedule*. As I understand it, *Suarez* means the respondent’s defective notice can no longer be cured, and the applicant can go ahead and incur the benefit that was improperly denied, invoice the expense to the insurer under s. 38(15) of the *Schedule*, and the respondent shall pay it under section 38(11). Interest, however, would apply only to costs incurred on this OCF-18 up to the date of the hearing per section 51 of the *Schedule*.

The ACB claims from March 1, 2023, to date and ongoing

- [21] I find the applicant has not established entitlement to the denied portions of her ACB expenses up to November 24, 2023, or to an ongoing ACB at the rate proposed in her March 2023 Form-1.
- [22] Section 19 of the *Schedule* states that an insurer shall pay for all reasonable and necessary expenses incurred by or on behalf of an insured person as a result of an accident for attendant care services (ACBs) provided by an aide or attendant. Section 42(1) of the *Schedule* provides that an application for ACBs must be in the form of, and contain the information required to be provided in, the version of the document entitled Assessment of Attendant Care Needs (“Form-1”).
- [23] Within 10 business days after receiving the Form-1, section 42(3) of the *Schedule* requires the insurer to give the insured person a notice that specifies which of the proposed expenses: (1) it agrees to pay; (2) it refuses to pay; and (3) the medical and any other reasons for the insurer’s decision. Further, section 42(4) specifies that the insurer’s notice may require the insured person to undergo an examination (“IE”) under section 44 if the insurer has not agreed to pay all expenses described in the Form-1.
- [24] In any event, the insurer is required by section 42(6) to begin payment of an ACB—based on the calculation on the insured’s Form-1—within 10 business days after receiving the Form-1, and pending the insurer’s receipt of any section 44 IE it required.

A timeline of ACB applications made throughout the applicant's claim

- [25] For this case, a chronological review of ACB assessments and Form-1 submissions is helpful to provide context for the parties' positions. I find the applicant's first Form-1 in evidence—the outcome of an in-home assessment by Mr. Wong on September 16, 2019—was dated that same day and, according to the corresponding fax confirmation sheet, was submitted to the respondent on September 17, 2019. This OCF-1 recommended a monthly ACB of \$1,107.68. I was not pointed to a section 44 IE from the respondent pertaining to this Form-1 and could not locate one in evidence.
- [26] The applicant's second Form-1 was completed more than two- and a-half years later on May 18, 2022, following a same-day re-assessment by Mr. Wong. This Form-1 recommended a monthly ACB of \$2,944.43. The evidence shows a section 44 IE was subsequently requested by the respondent, and this in-home assessment was conducted by Dawn Li (occupational therapist) on June 27, 2022. The resulting Form-1 and report—dated June 27, 2022, and September 12, 2022, respectively—indicated that attendant care assistance was not recommended at that time.
- [27] The evidence establishes that about 10 months after her second Form-1 was completed, the applicant submitted a third Form-1 and an in-home re-assessment report by fax to the respondent on March 13, 2023. The re-assessment occurred on March 1, 2023, and the corresponding Form-1—which recommends a monthly ACB of \$10,134.26—is dated March 2, 2023. The respondent requested a section 44 IE, and the resulting Form-1 completed by Ms. Shahla Kara (occupational therapist) on November 10, 2023 recommends a monthly ACB of \$687.18. The accompanying report of the in-home assessment, undertaken the same day as the Form-1 was completed, is dated November 24, 2023. The respondent's notice that corresponds to this Form-1 is dated November 28, 2023.

The position of the parties

- [28] The applicant submits that the respondent was required by section 42(6) of the *Schedule* to begin payment of ACB within 10 business days of receiving Mr. Wong's March 2023 Form-1 assessment. While the applicant acknowledges receiving a monthly ACB of \$687.18 from the respondent that was paid retroactive to March 1, 2023, the applicant reasons that the balance of her incurred ACB invoices—none of which exceed the statutory maximum of \$6,000.00 for catastrophic claimants—is due up to the point that the respondent provided notice of Ms. Kara's Form-1 assessment on November 28, 2023.

- [29] The applicant alternatively argues that she is entitled to payment for the balance of all her disputed ACB invoices—for the entire period of March 1, 2023, to date and ongoing—on the basis that that Mr. Wong’s ACB re-assessment report of March 1, 2023 is “more comprehensive and detailed” in comparison to the in-home assessment report completed by Ms. Kara, dated November 24, 2023. The applicant submits that the thrust of the dispute on substantive entitlement to the ACB pertains to which Form-1 should prevail—the one completed by Mr. Wong on March 2, 2023, or the one completed on behalf of the respondent by Ms. Kara on November 24, 2023. The applicant’s reply goes further in this regard to characterize Mr. Wong’s report as “practically unchallenged,” specifying that there is no contradictory opinion—offered by Ms. Kara or otherwise—on the extent of supervisory care recommended by Mr. Wong.
- [30] While the applicant’s written submissions point to Form-1 calculation errors made by Ms. Kara as yet another factor demonstrating ACB entitlement per Mr. Wong’s March 2023 Form-1, the applicant’s reply withdraws this argument and I have not considered it in my analysis.
- [31] The respondent says it is only required to pay for incurred attendant care at the rate proposed by Mr. Wong, in this case the statutory maximum, if it does not obtain its own attendant care assessment. The respondent therefore reasons that section 42(6) of the *Schedule* is not engaged because it had obtained a Form-1 from Ms. Li in September 2022 that determined no ACB was payable. The respondent also contends that, when contrasted against the applicant’s two earlier Form-1 submissions, there is little justification for the increased monthly ACB of \$10,134.26 recommended in Mr. Wong’s March 2023 Form-1.

The respondent may rely on its June 2022 section 44 IE to satisfy section 42(6) of the Schedule as it pertains to the applicant’s March 2023 Form-1

- [32] I find the applicant has not shown entitlement to the balance of her ACB invoices submitted between March 1, 2023, and November 24, 2023.
- [33] The respondent completed a section 44 IE to address the applicant’s entitlement to an ACB in June 2022. The respondent relies on this examination to address the applicant’s March 2023 Form-1 because it says the timing of Mr. Wong’s May 2022 Form-1 is less than a year before his March 2023 re-assessment.
- [34] I agree that the relevant consideration for my analysis of the applicant’s entitlement for this period is the completion of Ms. Li’s section 44 IE on June 27, 2022 and its relationship to the March 13, 2023 Form-1 completed by Mr. Wong. As noted by the respondent, the March 2023 Form-1 was submitted less than 52

weeks after the May 2022 Form-1 was even completed. This is important because section 42(12) of the *Schedule* precludes an insured person from submitting an assessment of attendant care needs to the insurer unless at least 52 weeks have elapsed since the last examination under section 44 relating to entitlement to attendant care benefits. Section 42(12) also provides that the respondent shall not require a section 44 IE to determine the applicant's ACB entitlement unless at least 52 weeks have elapsed since the last section 44 IE relating to an ACB.

- [35] While this section is only triggered if more than 104 weeks have elapsed since the accident, in this case, the parties agree the accident occurred on November 23, 2018, which is indeed more than 104 weeks from the time the disputed March 2023 Form-1 was submitted. Further, the parties do not dispute that the most recent section 44 IE for an ACB in evidence prior to March 13, 2023, was the one completed by Ms. Li on June 27, 2022.
- [36] I am therefore satisfied that the respondent is entitled to rely on its June 2022 IE to address the applicant's March 2023 Form-1 because section 42(12) precludes it from requiring the applicant to undergo a section 44 IE for ACB entitlement until approximately June 27, 2023, (i.e., 52 weeks from June 27, 2022), and because section 42(12) precludes the applicant from submitting a Form-1 to the respondent unless at least 52 weeks have elapsed since the last section 44 IE relating to ACB entitlement.
- [37] Taken together, I find this evidence establishes, on a balance of probabilities, that the respondent's June 2022 section 44 IE notice satisfies section 42(6) of the *Schedule*, such that payment in accordance with Mr. Wong's March 2023 Form-1 was not triggered. As such, the applicant has not shown entitlement to the balance of her invoiced ACB expenses from March 1, 2023, to November 24, 2023.

The applicant has not demonstrated she is substantively entitled to the balance of incurred ACB expenses from March 1, 2023, to date and ongoing

- [38] Given that the applicant was precluded by section 42(12) of the *Schedule* from submitting her March 2023 Form-1—and considering that section 42(1) of the *Schedule* requires an application for ACB to be on a Form-1—it follows that the applicant cannot prove the proposed attendant care services are reasonable and necessary.
- [39] But for completeness, when I consider whether the attendant care services proposed by Mr. Wong in March 2023 are reasonable and necessary, I conclude

the applicant has not met her onus. The applicant's submissions rely heavily on evidence of "miscalculations" in Ms. Kara's report to show that the respondent should have paid at least \$2,748.72 per month onwards from March 1, 2023. However, the applicant withdrew this argument in her reply as the parties came to agree there are, in fact, no calculation errors in the Form-1 completed by Ms. Kara.

- [40] Other than the withdrawn miscalculation argument, I find the applicant's submissions on the substantive merit of her unpaid ABC expenses are sparse and limited to a bald "assertion" that Mr. Wong's report is more comprehensive and detailed in comparison to the Ms. Kara's report. Moreover, I am not satisfied that simply producing a more detailed and comprehensive report proves the proposed ACB are reasonable and necessary. While the applicant reasons that the minutes required to perform the attendant care assessed by Mr. Wong should prevail over those calculated by Ms. Kara, the applicant's submissions and reply do little to lead evidence that persuades me as to the reasonableness and necessity of the proposed services, let alone the time required to perform them.
- [41] For example, the applicant's submissions do not reference the medical evidence that Mr. Wong relied on to inform his recommendations—whether from collateral sources or his own assessment. Rather, the applicant offers only that Mr. Wong's opinion on supervisory care should prevail because Ms. Kara did not offer a contradictory opinion on the extent of supervisory care required. I disagree. Mr. Wong assesses supervisory care at page 8 of his March 2023 report and says the applicant is "qualified for this benefit ... due to headaches and dizziness, poor memory and poor cognitive abilities due to concussion with suicidal ideation." In contrast, the respondent's submissions point to evidence that shows Ms. Kara did offer a contradictory opinion (i.e., that no supervisory care was required) because, during the in-home assessment performed by Ms. Kara, the applicant indicated she would never harm herself and knew to call 911 in the event of an emergency.

AWARD

- [42] I find the applicant has not shown the respondent is liable to pay an award.
- [43] The applicant seeks an award under section 10 of Regulation 664. Under section 10, the Tribunal may grant an award of up to 50 per cent of the total benefits payable if it finds that an insurer unreasonably withheld or delayed the payment of benefits. The Tribunal has determined that an award is justified where the delay or withholding of benefits by the insurer is unreasonable conduct, meaning "behaviour which is excessive, imprudent, stubborn, inflexible, unyielding or

immoderate.” [See, for example: *17-006757 v. Aviva Insurance Canada*, 2018 CanLII 81949 (ON LAT); and *S.M. v. Unica Insurance Inc.*, 2020 CanLII 61460 (ON LAT Reconsideration)]. The onus is on the applicant to prove, on a balance of probabilities, that the respondent’s conduct meets this threshold.

- [44] The applicant submits that the respondent unreasonably denied the disputed OCF 18 on arbitrary grounds and without any meaningful reasons in violation of the *Schedule* provisions. The applicant also submits the respondent unreasonably denied the ACB by incorrectly calculating the monthly payment. These submissions are echoed in the applicant’s reply.
- [45] The respondent argues that the particulars of the applicant’s award submission are generic in nature and do not provide any basis for benefits being unreasonably withheld or delayed. The respondent explains that it acted properly by reasonably denying the disputed OCF-18 and relying on IE assessors and reports to quantify the ACB payments it approved.
- [46] I place no weight on the applicant’s award submissions that pertain to the ACB because she retracts that position in her reply. Further, I am not persuaded that the respondent’s conduct on the OCF-18 denial rise to the threshold of meriting an award. While I agree the respondent’s reasons for denial were insufficient to meet the *Schedule*’s requirements, the applicant’s sparse submissions do not persuade me that this constitutes behaviour which is excessive, imprudent, stubborn, inflexible, unyielding or immoderate.

ORDER

- [47] The applicant is entitled to the disputed OCF-18, with interest payable on any amounts incurred prior to the hearing in accordance with section 38(11) of the *Schedule*. The denied portions of the disputed ACB invoices are not payable, nor is any interest on these amounts. The respondent is not liable to pay an award.

Released: February 25, 2026



Michael Beauchesne
Adjudicator