Financial Services Commission of Ontario

Commission des services financiers de l'Ontario

Ontario

FSCO A07–000499

BETWEEN:

WALTER BRUCE SAUNDERS

Applicant

and

ROYAL & SUNALLIANCE INSURANCE COMPANY OF CANADA

Insurer

DECISION ON A MOTION FOR INTERIM BENEFITS

Before: John Wilson

Heard: May 29, 2007, in Hamilton, Ontario.

Appearances: Mr. Saunders represented himself
Pamela A. Brownlee for Royal & SunAlliance Insurance Company of Canada

Issues:

The Applicant, Walter Bruce Saunders, was injured in a motor vehicle accident on January 27, 2004. He applied for and received statutory accident benefits from Royal & SunAlliance Insurance Company of Canada ("Royal"), payable under the *Schedule.*[1] Royal ultimately terminated weekly income replacement benefits. The parties were unable to resolve their disputes through mediation, and Mr. Saunders 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 — Accidents on or after November 1, 1996*, Ontario Regulation 403/96, as amended.

Mr. Saunders has brought a motion, pursuant to section 67 of the *Dispute Resolution Practice Code — Fourth Edition*, for interim benefits to be paid to him pending the resolution of his dispute with Royal.

Mr. Saunders is an arborist by profession who ran his own company dealing with tree-related work. Since the accident in question he has felt unable to continue in his business and, indeed, has not held down any significant remunerative work since that time.

Mr. Saunders had paid for enhanced benefits under his insurance policy, and was paid income replacement benefits of $600 per week on that basis for almost three years following the onset of his disability.

The issue on this motion is:

1. Is Mr. Saunders entitled to interim benefits pursuant to section 279(4.1) of the *Insurance Act*?

Result:

1. Royal shall pay Mr. Saunders interim benefits.

EVIDENCE AND ANALYSIS:

There is little dispute that Mr. Saunders was a person of limited formal education, who appears to have come from a troubled background. Prior to his work as an arborist, he appears to have had a successful career, principally as a truck driver and labourer.

It is of some importance to note that some of Mr. Saunders' claimed disabilities relate to injuries sustained immediately at the time of the accident, while others may be traced to or were aggravated by subsequent surgery that took place, directed at ameliorating his post-accident condition.

In his claim for interim benefits, Mr. Saunders relied upon a series of reports from his various treating physicians, which dealt with the physical and psychological consequences of the accident. He also testified in support of his claim.

Royal relied principally in its submissions upon an Insurer's examination by Dr. Notkin, a psychiatrist, which found that Mr. Saunders did not suffer any impairment that would prevent him from working at any occupation to which he was reasonably suited by reason of his education, training or experience. Dr. Notkin also took Mr. Saunders to task for being a poor historian and challenged the credibility of his account. The Insurer has also pointed to a variety of pre-accident conditions that it claims may have resulted in Mr. Saunders' current condition.

Mr. Saunders has made a broad claim that he should continue to receive income replacement benefits at the $600 per week rate pending the hearing of this matter, making reference to financial hardship and the risk of losing his home. Mr. Saunders, however, also advised at the commencement of the hearing that the Canada Pension Plan had accepted his disability claim. As Ms. Brownlee noted at the hearing, Royal is entitled to deduct payments received from the Canada Pension Plan as collateral benefits, potentially reducing its exposure to any award, whether on an interim or final basis.

Section 279(4.1) of the *Insurance Act* gives arbitrators the discretionary authority to make interim orders pending the final order in any matter. While there may be practical similarities between the results achieved by an interim order, and those achieved by a court ordered injunction, the roots and parameters of such orders are markedly different. An interim award

owes its basis only to the *Insurance Act*, not to equity or the *Courts of Justice Act*. Like a special award (section 282(10)), it is a remedy that is specific to the arbitration process.

Provided that an application for arbitration has been made, and an arbitrator has been appointed to hear the issues in dispute, the arbitrator is permitted by statute to make an award pending the final disposition of the matter. There is no statutory pre-condition other than the existence of an arbitration, the appointment of an arbitrator and, presumably, the willingness of the arbitrator to exercise his or her jurisdiction.

From a principled perspective, it is important to keep in mind the purposes of the legislative statutory accident benefit scheme. Eberhard J., in *Gill v. Zurich*, [1999] O.J. No. 4333 at p.14, made the following comments on the purposes of the statutory accident benefit scheme:

> I adopt the statement of purpose articulated by Arbitrator Mackintosh at page 12 in *Edgar v. Wellington Insurance Co.* [1994] O.I.C.D. No. 34 File A-005441 that SABS is remedial, that is to be interpreted in a broad and liberal way, and that its principal object is to provide a "fair and adequate income stream to those who are injured and disabled from work". The victim is to receive an approximation of wages, and not be compensated more or less.

In *Smith v. Co-operators*[2], one of the few accident benefit cases to have made its way to the Supreme Court, Gonthier J. made the following comment:

> There is no dispute that one of the main objectives of insurance law is consumer protection, particularly in the field of automobile and home insurance.

It should be remembered that an interim order is quite different from an order that is a final determination of the rights of the parties by a hearing arbitrator.

[2][2002] 2 S.C.R. 129

> In my view, an order of interim benefits is designed to address the personal situation of the applicant in light of a preliminary determination of the merits of the case. It does not set in motion any process with respect to ongoing benefits, particularly when the nature and scope of such benefits can only be determined after a full arbitration hearing.[3]

As I noted in the *Nguyen* decision[4], the *Insurance Act* provides for no statutory pre-condition other than the existence of an arbitration, the appointment of an arbitrator and presumably, the willingness of the arbitrator to exercise his or her jurisdiction.

Lord Denning once suggested a possible analysis for requests for mandatory relief. According to him:

> the right course for a judge is to look at the whole case. He must have regard not only for the strength of the claim but also the strength of the defence, and then decide what is best to be done...the remedy by interlocutory injunction is so useful that it should be kept flexible and discretionary. It must not be made the subject of strict rules.[5]

By any analysis of the materials filed in this motion, Mr. Saunders has a case that is far from frivolous. While the ongoing argument over benefits may have been vexing to some, the claim itself is not vexatious. It cannot be dismissed out of hand.

In support of this motion, there is a significant amount of medical material, including records, assessments and reports filed. The interpretation of this record differs substantially between Mr. Saunders and his insurer.

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[3]See *Kolonjari and Co-operators General Insurance Company*, (FSCO A97-002059, November 18, 1998)

[4]*Nguyen and State Farm Mutual Automobile Insurance Company* (FSCO A05-000305, December 22, 2005)

[5]*Hubbard v. Vosper* [1972] 2 Q.B. 84.

While I have examined the documents referenced by both sides in their materials, I do not believe it appropriate to attempt to come to any final conclusion about reconciling all the documents filed to date by the parties. Indeed, any impression I could gain of the content of the materials would, at this point, be incomplete, in the absence of updating reports and questioning about the basis of some of the conclusions put forward by the experts, and their assumptions.

To have allowed cross-examination on the medical evidence would have drastically altered the nature of this, necessarily summary, hearing. That is not to say, however, that I cannot draw any useful conclusions at this point in the process.

The case as presented by Mr. Saunders is essentially as follows: He was working effectively in his own business as an arborist prior to the accident in question. This was said to be heavy work. While he may not have had an uneventful past as a truck driver and general worker prior to his arborist career, he was well and functional enough to work in a physically demanding occupation. The proof was in the profitability of the business.[6]

Following the accident, Mr. Saunders states that he was unable to undertake the heavy work required of an arborist, and eventually wound up the business.

Complicating Mr. Saunders' claim is the fact that although he claimed to have suffered an important injury to the head, neck and back in the motor vehicle accident, he subsequently underwent disc surgery, which appears to have actually worsened his condition, rather than improve it.

[6] That Mr. Saunders' business turned a substantial profit prior to the accident is not seriously in question. Mr. Saunders provided Royal with the tax returns and the Insurer paid him enhanced IRBs based on these profit figures. Royal, however, noted that it was not completely satisfied as to whether Mr. Saunders actually performed the heavier work.

In addition to the physical limitations, Mr. Saunders claims that severe pain and depression combined to disable him, not only from his work as an arborist, but also from any work to which he is reasonably suited by reason of education, training and experience.

Royal ceased the payment of benefits to Mr. Saunders by way of an OCF 9 dated December 21, 2006 which stated:

> Based on the enclosed Medisys multi assessments you do not suffer a complete inability to engage in any employment for which you are reasonably suited by education, training or experience.

The "Conclusion and Opinion" of the Medisys report of December 12, 2006 concluded:

> It was the opinion of all the examiners that Mr. Saunders does not suffer a complete inability to engage in any employment for which he may be reasonably suited by way of education, training or experience. The findings were consistent in all the disciplines in that there were findings suggestive of symptom magnification and inconsistent responses. There was no objective evidence of physical or psychological impairment in relation to the motor vehicle accidents.

This contrasts starkly with the rebuttal report prepared by Dr. S. Waldenberg, Mr. Saunders' treating psychiatrist. In that report Dr. Waldenberg noted the following differential diagnosis:

Axis I	Pain disorder due to a general medical condition with psychological and medical factors; Post-traumatic stress disorder
Axis II	No diagnosis
Axis III	Injuries from two motor vehicle accidents
Axis IV	Stress from chronic pain, financial difficulties
Axis V	GAF 50, past year 50

Dr. Waldenberg concluded:

> Prior to the first accident Mr Saunders had operated a successful business as an arborist. For a man with an extremely limited education and disadvantaged origins he has done extremely well. The accidents have left him in chronic pain, unable to return to his previous work as an arborist. He cannot even hold a chain saw for any useful length of time. Although he may have had help to assist with the skilled and dangerous parts of his work, in effect, he was the business. Without him, there is no business. It would be quite impossible for him to function as a kind of supervisor of such an operation. In short, Mr Saunders' way of life as he knew, it is gone. I do not believe he is capable, by reasons of his limited education and continuing pain, for that matter, to be able to work at any sedentary type of occupation. I believe he is totally disabled.

Dr. Waldenberg's conclusions are echoed by Dr. Timarac, Mr. Saunders' family physician, and Dr. Savelli, the pain specialist, and Dr. Duke the neurologist. These treating physicians consistently found Mr. Saunders to be disabled as a result of the accident, a conclusion in stark contrast to the opinions relied upon by Royal.

As noted earlier, Mr. Saunders underwent surgery to relieve pain and to hopefully return him to a higher level of functioning. Some of Mr. Saunders' current complaints have been traced to this surgery, which took place after the accident in question. Mr. Saunders believes that the surgery would not have taken place, but for the accident, and hence the consequences of the surgery should be considered in any evaluation of entitlement to accident benefits.

The question of whether the aggravation of a motor vehicle-related condition by subsequent surgery can be seen as stemming from the accident has been dealt with in both court and arbitral jurisprudence. Arbitrator Alves in *Saliba*[7] dealt with a case in which a person became

[7] *Saliba and Allstate Insurance Company of Canada and Progressive Casualty Insurance Company* (FSCO A95–000629, September 16, 1999)

quadriplegic following back surgery to deal with the consequences of a series of motor vehicle accidents.[8] In her decision she commented:

> Medicine remains an inexact science and it would appear that there is a great deal of room for differing opinions and judgment. There is no suggestion that Dr. deVilliers failed to disclose the risks of surgery, or that he carried out the surgery in an improper manner. I find no new intervening act which would relieve Allstate and Progressive from responsibility for Mr. Saliba's statutory accident benefits. Although Mr. Saliba's disability has worsened following the surgery, this also does not relieve Allstate and Progressive from responsibility for Mr. Saliba's statutory accident benefits.

This also reflects the position taken by the Court of Appeal in *Papp v. LeClerc*[9]:

> Every tortfeasor causing injury to a person placing him in the position of seeking medical or hospital help, must assume the inherent risks of complications, bona fide medical error or misadventure, and they are reasonable and not too remote...

I note in this context that Royal has suggested that since Mr. Saunders has had a history of back complaints prior to the accident in question, the surgery might properly be attributed to his pre-accident condition, not the motor vehicle accident.[10]

To this Mr. Saunders has responded that although he was involved in previous accidents and had received medical treatments over time, he was functional before the motor vehicle accident, and non-functional afterwards. He asserts that surgery was not found necessary prior to the accident, but was suggested as a reasonable way of treating his disabling pain afterwards. In any event, if he had any propensity to back and neck problems pre-accident, the accident was a trigger that caused them to flare up and render him incapable.

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[8]See also *Alderson v. Callaghan* [1998] 40. O. R. 3d, Ont. C. A. applying *Athey v. Leonati,* [1996] 3 S.C.R. 458, S.C.C.

[9](1977) 16 O.R. (2d) 158

[10] I should note that arbitrators at the Commission have long accepted the "significant contribution" test used in *Athey v. Leonati* (supra)

What counts in identifying disability is not necessarily the diagnosis and definition of the particular injury or illness that is the mechanism of the disability, but the finding that a person suffers a "substantial inability" (depending on the appropriate legislative test). Certainly agreement on the mechanism of the disability makes the finding easier, and the demonstration of a linkage to the motor vehicle accident more direct. An agreed, specific diagnosis, however, is not a pre-condition to a finding of impairment or disability.

Dr. Timarac, the family physician, reported the following in his February 6, 2007 report:

> This patient with diagnoses of: cervical and lumbo-sacral strain, right C5-6 disc herniation, headache head injury, chest wall contusion, cervical radiculopathy C6, lumbar radiulopathies, memory changes (poor) anxiety and major depression, chronic pain syndrome and post-traumatic stress disorder (all of which are in my opinion related to MVA's in January 27 and August 6, 2004) is, in my opinion, unable to work now or in the future.

Dr. Duke, a treating neurologist, commented on the question of the role of the surgery in the disability equation:

> To say that his need for surgery on the disc in his neck was not the combined result of these two accidents is incorrect. He developed nerve root pain only after the accident of August 6th and it was this latter accident that caused the nerve root injury even though he was having some neck pain (but no nerve root pain) prior to the accident of August and following the motor vehicle accident of January 27th.

Given the clear opinions of treating physicians, a finding that disability arose from the accident is not only likely, but probable – an impression that is only reinforced by the timing of the onset of Mr. Saunders' inability to carry on with his own business.

I find that there is a reasonable possibility of a finding at arbitration of an inability to perform his previous, fairly challenging work as an arborist.

As to the question of any other work to which he may be suited by reason of education, training and experience in any competitive commercial environment, one has only to note Mr. Saunders' low level of formal education, his age, and the ongoing pain disorder and depression to arrive at a conclusion that he would be unlikely to find gainful employment in the sort of manual, lower skilled work in which he has shown an aptitude.

Even if his medical advisors are wrong and he could perform sedentary work, given the relatively elevated income shown on his tax returns[11], there would be some difficulty finding appropriate employment that would approach his previous level of remuneration.

A glance at the transferable skill analysis provided by Royal supports such scepticism. Royal's report suggests variously that Mr. Saunders could obtain employment as a *Driving Licence Examiner, Foreman-Truck Drivers,* or a *Manager Forestry Operations*.

The materials note that a *Manager Forestry Operations* "usually require(s) a bachelor's degree in forestry science or forest engineering", that *Foreman-Truck Drivers* usually requires secondary school and that it involves supervising and "interpreting work procedures for a group of workers." The category of *Driving Licence Examiner* involves conducting road test examinations, evaluating driving ability, and the analysis of written and visual examinations. The papers note that there are additional requirements beyond education/training required for this position and that "some regulated requirements exist for this occupation."

Of these occupations, only *Manager Forestry Operations* approached Mr. Saunders' pre-accident income. However, I was made aware of no major forestry operations requiring the construction of access roads, and temporary accommodation or the removal of raw materials in the immediate Hamilton area. I should note that Mr. Saunders' testimony was that, with his pain

[11] The net taxable income on the 2003 return was shown as $71,916.38

condition, he could not stand up to the bouncing and buffeting of travelling in a rough environment, be it in a forest or on a worksite.

There are no positions put forward in the transferable skills analysis as "suitable" for which Mr. Saunders currently appears to hold the necessary qualifications at this time. Perhaps with future training and/or licencing some of these occupations may be within reach, but the evidence presented does not convince me that there are any current alternative occupations in which Mr. Saunders could engage on an ongoing basis.

As noted earlier, Royal filed some medical evidence, but at the hearing relied principally upon an insurer's examination by Dr. Notkin in its argument. Although I did not have the benefit of Dr. Notkin's direct testimony, his full report was filed as part of Royal's case. Dr. Notkin concluded as to impairment:

> While I have indicated that there is a possibility of a pain disorder from a psychological perspective, I cannot prove that one exists. I have also indicated that based on my documentation review, I have strong suspicions that there is evidence of symptom exaggeration in regard to litigation. Further, I have highlighted the presence of false imputation of symptoms, a form of Malingering.

Clearly, Dr. Notkin neither believes nor trusts any information that he received from Mr. Saunders. In his more charitable characterizations he refers to Mr. Saunders as an "inaccurate and unreliable historian."

Dr. Notkin continually uses comments such as "this is discrepant" or "inconsistent" when commenting on notations in the documents he examined. Some incidents commented on are clearly the normal variations in retelling a story after the passage of time, while others are simply puzzling. Indeed, I am at loss to understand how Mr. Saunders' credibility is brought into question by the number of lovers his mother may have had or not.

Dr. Notkin's report consists of some 77 pages, the most of which consists of comparisons of statements drawn from the records he was provided, with statements elicited in Dr. Notkin's interview with Mr. Saunders. Indeed, most of the "psychiatric report" involves such cross-examination on the record, combined with speculation about various "scenarios" hypothesized by Dr. Notkin on the basis of his prior experience.

While I accept that the credibility of a person in recounting subjective feelings and experiences to a psychiatrist is a relevant consideration, there is relatively little of Dr. Notkin's report that could actually be construed as an appropriate expert opinion on Mr. Saunders' psychiatric status. An expert is not an advocate for one side or another. He or she is present for the benefit of the tribunal, not a particular party. This is true whether the report is merely filed, or whether the expert testifies in person.[12] Courts, including the Supreme Court, have spoken clearly as to the use of expert testimony:

> The function of the expert witness is to provide for the jury or other trier of fact an expert's opinion as to the significance of, or the inference which may be drawn from, proved facts in a field in which the expert witness possesses special knowledge going beyond that of the trier of fact. The expert witness is permitted to give such opinions for the assistance of the jury. Where the question is one which falls within the knowledge and experience of the triers of fact, there is no need for expert evidence and an opinion will not be received.[13]

I have no hesitation in finding that the limited direct observations and measurements of Dr. Notkin could constitute the "proved facts"[14] required for the foundation of an expert opinion as identified by McIntyre J. in *Beland* (supra).

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[12] See *Lurtz v. Duchesne* [2003] O.J. No. 1541

[13] McIntyre J., speaking for the Supreme Court of Canada in *The Queen v. Beland and Phillips* (1987) 36, C.C.C. (3d) 481

[14] The only objective test actually administered was a "Mini Mental Status Exam" which is a test for dementia, something which was not at issue in this claim.

I am not so willing to accept that Dr. Notkin's endless examination of previous statements and records in the search for inconsistencies is the proper role of an expert witness. Royal has able counsel in Ms. Brownlee, who is quite capable of pointing out any inconsistencies in testimony and to ask me to draw any appropriate inferences. Remarking on inconsistencies is not a specific psychiatric skill-set and Dr. Notkin has no particular expertise in the truth-seeking process that is not otherwise available to the tribunal.

I should note that I found Mr. Saunders at the hearing to be generally credible and forthright. His testimony both in chief and on cross-examination was straightforward, and he made no attempt to cover up any previous health concerns, although he always tried to place them in context. In this arbitration, he appears to have supplied all records requested by the Insurer, and has willingly signed authorizations for other information to be obtained. This is not the hallmark of a dissembler.

Whatever the merits of Dr. Notkin's actual views on Mr. Saunders' psychiatric condition, there is another element of the report that is disquieting: As noted earlier it stands totally at odds with the opinions of the treating physicians who have seen and examined Mr. Saunders over a considerable period of time. If Mr. Saunders was such a notoriously unreliable historian, I think it unlikely that skilled physicians would not have noticed the constant change in Mr. Saunders' background information.

Dr. Notkin's conclusions simply do not seem consistent with the balance of the materials submitted, nor with Mr. Saunders' evidence. Dr. Notkin's comment that "(F)rom a psychological perspective, this man has not been reporting psychological symptoms of significance" simply cannot be supported in the light of the medical records supplied on this motion, including the diagnosis of his own psychiatrist.

Notwithstanding the importance given to Dr. Notkin's report by Ms. Brownlee, the report appears to be tainted by the bias and the prejudice of the examiner and simply cannot be accepted as significantly credible evidence against disability.

On the balance I prefer the cumulative evidence of Mr. Saunders' treating physicians which appears to provide a fair assessment of both Mr. Saunders' current status and the causation of the disabilities he appears to suffer.

Mr. Saunders, in his testimony, stated that he was in a tight financial situation following the accident. Although he currently receives some non-deductible insurance payments, as well as Canada Pension Plan payments (deductible), the total of such payments falls far short of the level of income he was receiving prior to the accident. Although his wife works, I accept Mr. Saunders' assertion that the termination of accident benefits has caused him financial stress, and that he may be at risk of losing his home if he is unable to pay the mortgage. I accept Mr. Saunders' assertions of economic difficulties and accept that they form an important part of the personal circumstances that can be addressed by an interim benefit order.

Accident Benefits are part of the insurance contract purchased by Mr. Saunders. Poverty is not a pre-condition to the receipt of accident benefits. This is not a welfare scheme where parties must exhaust all their assets before becoming eligible to receive payments. Mr. Saunders, having taken the trouble to specifically purchase enhanced benefits to provide better coverage, would have had a reasonable expectation that such payments would be made when he became disabled and continued as long as he remained so.

Apart from the DAC which recognized chronic pain, but not its attribution to the accident, and Dr. Notkin's polemic, the balance of evidence tendered at this motion hearing favours a finding of disability.

I have found that Mr. Saunders' case is not frivolous and, indeed, on the materials presented at the interim benefit hearing is likely to succeed, and that Mr. Saunders had a reasonable expectation of receiving benefits for ongoing disability. An award for interim benefits, however, should also look at the case as a whole, in the context of the goals of the accident benefit system.

The accident benefit scheme, the "scheme of the Act, the object of the Act, and the intention of Parliament"[15] is the creation of a legislative scheme that provides consumer protection and that allows for the provision of "a fair and adequate income stream to those who are injured and disabled from work."

I have found that Mr. Saunders has reason to expect and, indeed, needs a continued adequate income stream to continue to meet his obligations, and that an examination of the strengths and weaknesses of each party's case, suggests that Mr. Saunders will, indeed, receive his order for payment of benefits once the matter proceeds to a full hearing. There is no reason apparent from the record, or the evidence or submissions, that it would be inappropriate to restore the revenue stream as of this date.

Consequently, the purposes of the accident benefit scheme, as well as the equities between the parties, are well served by an order of interim benefits pending the full hearing of this matter on the merits and I so order.

Any payment of benefits as a result of this motion will be subject to repayment should Mr. Saunders not be successful at the substantive hearing in this matter.

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[15]See *Bell ExpressVu Limited Partnership v. Re*x, [2002] 2 S.C.R. 559 and *Driedger on the Construction of Statutes* 3rd Edition, Ruth Sullivan, Toronto 1994.

Although it does not enter into my consideration of this interim benefit award, I note that Mr. Saunders also based his claim on an apparent failure of Royal to follow the necessary protocols in arranging an examination of Mr. Saunders. Having read the affidavit of the responsible adjuster, Ms. Lorraine Leblond, and having heard Mr. Saunders' testimony on this issue, while I accept that Royal did not correctly follow the protocols, I do not believe that this isolated action constituted a flagrant disregard for the principles of the *Schedule* of sufficient magnitude to justify an award of interim benefits on that basis.

Amount of Income Replacement Benefits:

Absent collateral insurance payments Mr. Saunders would be entitled to a payment of $600 per week. The quantum of this payment was not in issue.

Mr. Saunders, however, revealed that he was now currently receiving CPP payments, which, as Royal pointed out, are properly deductible from any IRB payments owed by the Insurer. At the hearing of this motion, Mr. Saunders did not have the documentation with regard to the CPP payments available and consequently I am unable to calculate the amount of the interim payment to be ordered. I give the parties 14 days from the date of this decision to provide brief written submissions as to the amount of the income replacement benefit, failing which I will proceed to fix an amount based on the material on hand. A final order will be deferred until that time.

EXPENSES:

The question of expenses is deferred until the completion of the hearing process in this matter.

June 20, 2007

John Wilson
Arbitrator

Date

Financial Services Commission of Ontario

Commission des services financiers de l'Ontario

Ontario

FSCO A07–000499

BETWEEN:

WALTER BRUCE SAUNDERS

Applicant

and

ROYAL & SUNALLIANCE INSURANCE COMPANY OF CANADA

Insurer

ARBITRATION ORDER

Under section 282 of the *Insurance Act*, R.S.O. 1990, c.I.8, as amended, it is ordered that:

1. Mr. Saunders is entitled to interim benefits in the amount of $600, less any collateral deduction for CPP benefits currently being received by Mr. Saunders.

2. The parties shall have a further two weeks to make written submissions as to the appropriate amount of the interim income replacement in this matter.

June 20, 2007

John Wilson
Arbitrator

Date