

**ICBC
Fairness
Officer**

2025/26 Annual Report

Michael Skinner
Fairness Officer

May 15, 2026

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The ICBC Fairness Officer

Michael Skinner is an experienced investigator, administrator and dispute resolution specialist. In his 30-year public sector career he has served as Executive Director of the Health Professions Review Board and led civil justice reform projects with the Dispute Resolution Office at the B.C. Ministry of Attorney General. His extensive work with two Offices of the British Columbia legislature – the Office of the Information and Privacy Commissioner and Office of the Ombudsperson – shaped his commitment to multi-party dispute resolution, complex investigations and major public reporting. He has authored several significant public reports incorporating recommendations for systemic reform.

Prior to his public sector career, Michael practiced as a barrister at two Vancouver law firms from 1982 to 1987, focusing on personal injury and general litigation. He is a former director with the B.C. Council of Administrative Tribunals. He is a former member of the Law Society of B.C., and the British Columbia and American Trial Lawyers Associations. He obtained his law degree from the University of British Columbia after acquiring a business administration degree at the University of Alberta. He is active in community justice and relief organizations in the city of Victoria. He began his tenure as ICBC Fairness Officer on June 12, 2021, and was formally confirmed by Order in Council appointment July 12, 2021. He was re-appointed for a second 3-year term July 12, 2024.

Message from the Fairness Officer

The mandate of the Fairness Officer is grounded in a simple but demanding principle: that customers affected by ICBC's products, services, and decisions are treated fairly in all matters of process and administration. Fairness, in this context, does not mean that every customer will agree with the outcome of a decision. Rather, it requires that decisions are made transparently, consistently, in accordance with the law, and with due regard to the information provided by the customer.

A recurring theme in this year's cases is that fairness is closely aligned with compliance. Where legislation or regulation establishes clear requirements, ICBC is bound to apply them. In several cases reviewed this year (see Appendix B – Sample Case summaries) whether involving policy cancellation requirements, eligibility for coverage under the 10-day transfer rule, or the application of Refuse to Issue (RTI) policies—customers experienced negative outcomes not because of unfair treatment, but because statutory requirements were not met. In such circumstances, fairness lies in the consistent and accurate application of the law.

At the same time, fairness requires more than strict adherence to rules; it also demands clear communication. Some complaints arose not from the substance of a decision, but from misunderstandings about processes or obligations. A case involving an uninsured motorist demonstrated the anxiety that can result when they do not understand their legal position or the steps that may follow. In these situations, the role of my office (as well as our front-line colleagues at the Fair Practices Office) is to ensure that complainants receive accurate, timely, and comprehensible information.

Another important and perennial theme is the role of information in enabling fair decision-making. Claims processing is, at its core, a collaborative enterprise. ICBC is responsible for assessing eligibility and applying the governing legal framework, but ICBC relies on customers to provide the information necessary to make those assessments. This includes financial documentation, employment information, and, in the case of injury claims, medical evidence that meets prescribed standards. Where customers provide complete and relevant information in accordance with legislative requirements, claims can proceed more efficiently. Where there are gaps or delays in that information, ICBC may be limited in its ability to act. This is not a defect in the process, but an inherent feature of a system that must make evidence-based decisions.

At the same time, the Corporation has demonstrated the effectiveness of the internal review process by revisiting its position when presented with new or compelling information. In one case involving property damage caused under emergency circumstances, a claimant provided a concise and persuasive submission that led to a reconsideration of the initial denial of coverage. This reflects the proper functioning of a system open to correction and responsive to well-founded challenges.

Operational realities also play a role. In a high-volume environment, delays and oversights can occur, particularly in cases of unexpected staff absence. Where these issues arise, fairness requires timely

correction and clear communication. While such situations are not desirable, they are not, in themselves, evidence of systemic unfairness. The measure is how the Corporation responds when problems are identified.

A number of cases this year involved individuals facing difficult personal circumstances, including financial hardship and health challenges. These situations often raise questions about whether discretion can or should be exercised to achieve a more compassionate outcome. While ICBC does have some flexibility in its operations, it is not at liberty to disregard statutory requirements or to forgive debt outside of established frameworks. Fairness requires that similar cases be treated alike, even where the individual circumstances are compelling. That said, it remains important that customers are informed of alternative avenues of relief, whether through external appeal bodies or other administrative processes. That is an important function of my Office and the Fair Practices Office.

Fairness is best understood not as a promise of agreement, but as an assurance of process. When that process is sound—grounded in law, informed by evidence, and carried out with integrity—confidence in the system is a natural consequence.

A Fairer Process: Review of the Unlisted Driver Accident Premium (UDAP)

I have been engaged in a review of UDAP for most of my tenure as Fairness Officer and can report it is now concluded. I ultimately focused on the internal process used by ICBC to assess disputes regarding whether a driver is determined to be a household member. At the time, these determinations were subject to internal review by ICBC staff. While I found no evidence of bad faith or lack of expertise in these reviews, I was concerned that the process created a reasonable apprehension of bias.

I recommended that disputes of this nature be referred to an independent body, specifically the Civil Resolution Tribunal (CRT). I am pleased to report that ICBC accepted this recommendation. More details can be found in Appendix A to this Report.

Acknowledgments

As always, I want to pay tribute to my colleagues at the Fair Practices Office, who receive and investigate complaints *ab initio*, and whose experience and hard-won wisdom is responsible for seeing that only a very small portion of the matters they deal with are pursued by complainants to my office. And I cannot close without giving heartfelt thanks to my Registrar, assistant, policy and editorial consultant, resource scheduler and all-round engine of the office, Deidre Matheson. Thank you for another productive year!



Michael Skinner
ICBC Fairness Officer

Mission Statement

To ensure customers affected by ICBC's products, services or decisions are treated fairly in all matters of process and administration.

Role and Authority

ICBC Fairness Officer will focus on ensuring the Corporation's decisions, actions and practices are transparent and fair, while further strengthening public trust in ICBC as dedicated to providing affordable auto insurance coverage and caring for people who are injured in a crash.

The Fairness Officer will have the authority to review and make recommendations to resolve customer complaints about the policy and process ICBC used to make a decision in their case. The officer may also make broader systemic recommendations to enhance fair decision-making.

Under the Fairness Officer Regulation, the officer will report annually on complaints received. ICBC will provide an annual report to the minister responsible for ICBC, outlining its response to any recommendations made by the officer, which will be made publicly available. Amendments to the *Insurance Corporation Act* received Royal Assent on March 25, 2021, and regulations approved on June 2, 2021, provide further parameters for the role of the fairness officer.

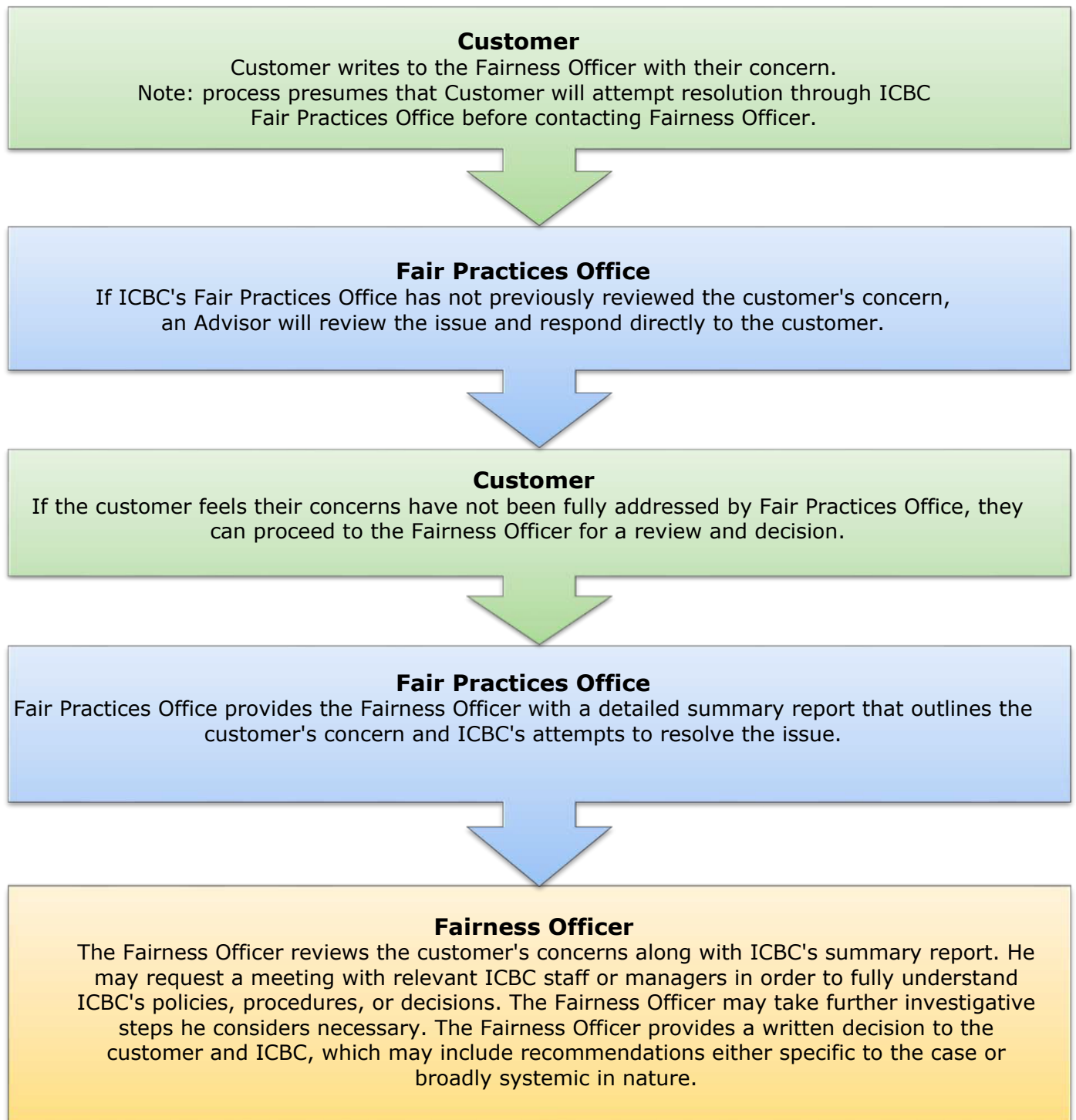
The Fairness Officer must be:

- **Totally independent**, the Fairness Officer is independent of ICBC and any prior decisions that may have been made by ICBC
- **Impartial** in all respects
- **Accessible** to the public in writing and online
- **Responsive** to those who write

Upon completion of a review, the Fairness Officer may:

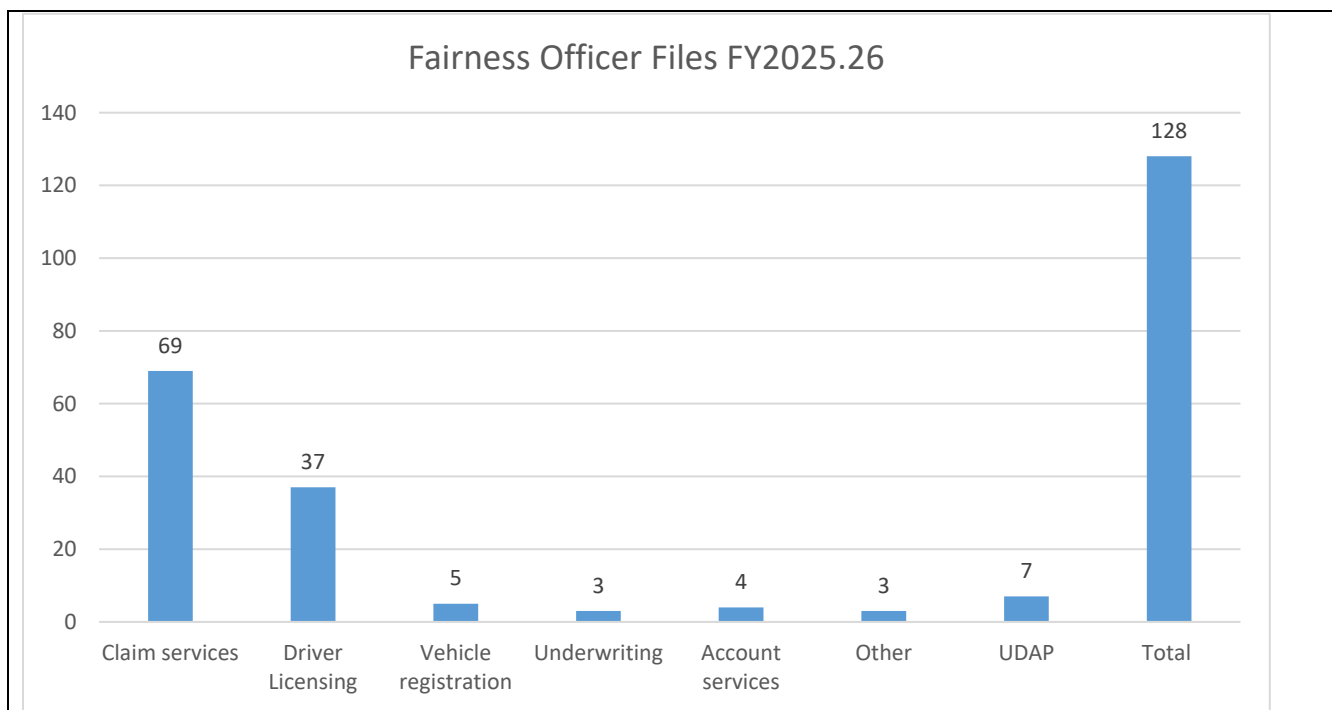
- Refer the matter back to ICBC for reconsideration.
- Make a specific recommendation to ICBC that the complaint be resolved in a particular manner. Should ICBC reject the Fairness Officer's recommendation, the Fairness Officer is empowered to take the matter directly to the Board of Directors of ICBC. If the Board rejects the recommendation, the Fairness Officer is empowered to take that matter to the public through the press where appropriate.
- Dismiss the complaint if the Fairness Officer finds no unfairness on the part of ICBC or its employees.

The Fairness Process



Highlights and Statistics of 2025/26

- The Fairness Officer reviewed 128 submissions in FY 2025/26, a 15% increase from the previous year's submissions of 111.
- 69 of these files were related to claims; we assessed that 27 of the 69 files were outside the Fairness Officer's jurisdiction and were closed without investigation.
- There were 37 Driver Licencing complaints; 21 dealt with "Non-Reciprocal Driver's licences" (NRDL). These are licences from foreign countries that do not have a reciprocal licensing protocol (standards and information exchange) with British Columbia and require acceptable documentation of driving experience.
- We received 7 submissions about the Unlisted Driver Accident Premium (UDAP). This is down slightly from 9 UDAP submissions in FY2024/25 and FY2023/24.



Appendix A – Fairness Officer UDAP review conclusion

Early in 2025 the Corporation accepted the Fairness Officer’s recommendation for changes to a component of the Unlisted Driver Accident Premium (UDAP) administrative process.

Background

Prior to September 2019, there was no requirement to list drivers on an insurance policy beyond the person who would drive it the most. This meant that a member of a household could drive a vehicle registered to another household member and did not have to be listed on that member’s insurance policy or worry about loss of coverage in the event of an accident.

On September 1, 2019, the law was changed and owners of vehicles were required to list drivers that are in their household, if the owner wished to allow them to operate their vehicle. Listing drivers is based on the principle that the Corporation needs to know who is behind the wheel of a vehicle to fairly and accurately assess risk – and to establish the resulting premium. Generally, higher risk drivers, or policy holders who have higher risk drivers use their vehicles, pay higher premiums than drivers who are proven to be lower risk. For this reason, policyholders are required to list all household members or employees who might use a vehicle from time to time.

Also in September 2019, the UDAP came into effect which created a financial consequence for not listing household members. It is regulated under the Basic Insurance Tariff, which is the law that governs all aspects of ICBC’s insurance activities ([basic-tariff.pdf](#)).

UDAP is assessed when an unlisted driver is responsible for an accident, and ICBC determines that driver should have been listed on the insurance policy attached to the vehicle. The parameters for this determination are also in the Tariff and are part of the list of drivers not covered by Unlisted Driver Protection. There are two basic steps:

1. The premium is calculated as a multiple of the amount that the policyholder saved by not listing that person on their policy. The multiple is 15. For example, if listing the person on the policy would have cost an extra \$400, the premium is 15 x \$400, or \$6000. However, the amount owing at this stage would be \$5000, which is the cap limit for this base amount.
2. The Corporation reviews the policy to see whether optional insurance (collision, comprehensive, replacement value, etc.) was in place and confirms the difference in the premium that would have been paid if the unlisted driver had been included. The amount is 15 times the difference in the optional premium up to a maximum of two times the total premium paid. This is added to the base amount calculated in step 1. If the maximum

applies, and the optional coverage premium was \$2000, then \$4000 will be added to the base amount for a total UDAP of \$9000.

The key figure in these calculations is the premium that was avoided by not listing the driver; if it would have cost nothing to add the driver to the original policy, the UDAP will be zero. One should note that UDAP on the optional portion of the coverage applies as a matter of contract, not legislation, when a person purchases optional coverage. This is because ICBC sells optional coverage on the open market; it is not mandated by law.

UDAP can be a complicated subject, and the description we offer in this note covers only the most common scenarios.

The process at issue

We reviewed the process ICBC was following when it determined the status of the at-fault driver as a household member at the time of the accident. If the policyholder states that the driver responsible for the accident was not a household member, ICBC staff will ask for evidence to support the policyholder's statement and then make a determination as to whether UDAP applies. If ICBC determines that the driver was a household member and therefore should have been listed as a driver on their policy, a UDAP premium is calculated. Under the Tariff and the associated laws, UDAP is considered "RTI (Refuse to Issue) debt"; this means that a policyholder could not obtain further insurance coverage or renew an expired driver's license until the UDAP debt was paid to the Corporation.

Our concern

What if a policyholder objects to the assessment and continues to assert that the driver involved was not a household member? In such instances the Corporation conducted an internal review by an ad hoc committee of ICBC employees familiar with the UDAP program. It was not a formal appeal process but rather an internal meeting to examine the available evidence and assess whether the Corporation may have made an error. We had previously received a detailed complaint from a person contesting a UDAP assessment; they argued that the review committee, being ICBC employees, were caught in a conflict of interest as ICBC employees were assessing decisions made by their corporate colleagues, with tangible consequences for complainants facing assessments.

An unbiased decision-maker is a foundational element of natural justice, ensuring that the decision is fair, regardless of the ultimate outcome. A long-established maxim of administrative law declares that "Justice must not only be fair, it must appear to be fair."

The recommendation

In looking at this process, we had no evidence that ICBC staff conducting the internal review had acted without adequate expertise or in bad faith. Nevertheless, it was our opinion that ICBC staff

conducting internal reviews were engaged in the process of legal interpretation and weighing of evidence, activities that are normally reserved to entities such as the Civil Resolution Tribunal (CRT). They were also, as ICBC employees, conducting reviews of decisions made by other ICBC employees. In this respect, we were concerned that this process carried with it at least the appearance of a conflict of interest. The optics also created in our view a reasonable apprehension of bias. In administrative law there does not have to be proof of bias: a reasonable apprehension is sufficient to invalidate a decision. And the financial impact of the UDAP assessment remained real; the work of the review committee, as the complainant argued, had tangible consequences. For that reason, we recommended that the review function be transferred to an independent body such as the CRT.

Outcome

The Corporation accepted the recommendation and undertook the complex process of revising administration of the UDAP process. Note that this is corporate process, not amendments to statutes - any revision to the substance of UDAP in the Tariff would require legislative action or government direction. In its revised form, the process allows for direct appeals of UDAP assessments to the CRT. The internal review no longer takes place, and ICBC has agreed to voluntarily suspend the operation of the RTI process pending and during the CRT appeal.

The revised process sees ICBC choosing to not exercise its RTI authority even if the policyholder objects to the assessment but does not initiate, or delays filing a CRT appeal. However, this carries with it its own risks to a customer who wishes to object to the decision. ICBC has not simply abandoned the UDAP assessment and collection process. Where the legal foundations of a UDAP assessment based on household member or status are denied by the policyholder, the Corporation retains the right to take action to obtain a judgment to legally formalize the UDAP assessment and the resulting debt, which, depending on the circumstances may include interest incurred on the debt.

In our view the Corporation's response to the recommendation has produced a more fair and defensible process in which ICBC has elected to not use the Refuse to Issue policy pending the outcome of a legal determination. While the CRT provides a fair forum for dispute resolution, if the individual is unsuccessful in defending the action, it may result in additional financial consequences, particularly where legal enforcement of a debt becomes necessary. Fairness, in this sense, is procedural—it ensures an impartial hearing, but not a guaranteed outcome.

We thank the Corporation for its cooperation and assistance in this long-running review.

Appendix B – Sample case summaries

If at first it doesn't go your way...

The claimant property owner suffered damage to their driveway when a driver whose car caught fire made an emergency decision to turn off the roadway onto the claimant's property. Happily, the driver was able to exit their vehicle without injury but the car was a write-off. There was also fire-related damage to the driveway for which the property owner made a claim for compensation from the Insurance Corporation.

The Corporation's initial decision was to deny the claim on the basis that the driver had no reasonable alternative but to enter the property (also known as the doctrine of necessity) and the driver had not taken any action that could be described as negligent. The claimant then complained to our office.

The claimant then made a submission on the law of trespass and why the insured driver should be liable (that is, the Corporation should cover the damage loss as the driver's insurer) for damage caused by trespass, regardless of whether the action was negligent or a sensible application of the doctrine of necessity. The submission was brief, legally on point, and compelling. After reviewing the submission, we endorsed the position of coverage for damages in this case, as did the Fair Practices Office. The Corporation altered its stance to accept that coverage for the loss was consistent with the law. From the perspective of our office, the complaint was substantiated.

As to the amount of compensation to be paid, that was a matter for the adjusters. Our office, being explicitly without jurisdiction to comment on the substance (amount at issue) of claims was out of the picture.

Fell between the vacation cracks

A customer contacted us about the handling of their vehicle damage claim. ICBC and the customer reached a total loss settlement for the vehicle and other costs related to the claim and we closed our file. However, the customer contacted us again; while the customer had received the total loss payment for their vehicle, they had not received the payment for the other costs related to the claim, which amounted to over \$350.00. Unfortunately, the customer was unable to reach someone at the Corporation to enquire about the payment.

We looked into the matter. Due to an extended and unplanned absence of staff member assigned to the claim, the planned Electronic Funds Transfer was delayed. The FPO confirmed that the funds were transferred.

ICBC receives an average of 800 claims per day. Unplanned and extended staff absence can result in cases like this, and the key is communication, which we can help facilitate.

You need to understand the agreement. And that can be a bit demanding

A customer contacted us about a year-long monthly payment plan they entered with ICBC on July 30. The first payment was withdrawn on July 31. The customer made a request to defer their August payment; however, their request was late and ICBC was unable to defer this payment. The August payment was withdrawn but, per the terms of the agreement, because the scheduled payment day fell on a holiday, the withdrawal took place on the next business day, which happened to fall on September 2. Under the terms of the payment plan, a customer may defer a payment for 90 days; in this case, the next three payments (September, October, and November) were deferred at the customer's request and due in December. The regular payment due in December was also NSF as the complainant had not planned for a withdrawal in that amount.

The customer complained to ICBC – they felt they had been double charged for August. They also said that account services had given them incorrect information related to the payments dates that were delayed (account services had stated that October, November and December payments were deferred). ICBC investigated and confirmed that the customer had not been double charged and apologized for the misinformation that led to the NSF charge. Regardless, the customer was responsible to pay for the insurance policy they had purchased.

We reviewed the complaint and agreed with ICBC – the customer had not been double charged for any month. However, we agreed with the customer that they had initially received incorrect information about the payments that were deferred that may have added to the customer not having the appropriate funds in her account on the regular due date. At our suggestion, ICBC refunded the customer's NSF bank fees.

Take aways: Understand that your payment plan is a loan – ICBC agrees to finance the cost of an insurance policy at a lower rate than what a bank or credit card company would offer. An ICBC insurance payment plan is not a monthly payment plan for a service, such as a cell phone or cable plan. It is important to know the terms of your contract.

What are the rights of an uninsured motorist?

Through an oversight the complainant was without insurance coverage when they caused an accident for which they were assessed 100% responsible. In such circumstances the complainant can be held fully liable for the resulting damages paid by the Corporation. This can be a nerve-racking time for the uninsured motorist as they await news of the scope of their liability. This was compounded by ICBC's position that it was under no duty to communicate with uninsured motorists as they had no legal relationship with the Corporation.

Two pieces of consequential information for the complainant were that the Corporation, to recoup its payments, must first file a court action to obtain a judgment for the amount it claims. The second was that amounts that the Corporation claims are, in law, claims; they are not yet

judgments. Importantly, these amounts are not classified as “Refuse to Issue” (RTI) debt, the non-payment of which would result in a person being unable to obtain vehicle insurance or renew their driver’s licence. (But if the Corporation is successful in a court action, it could take collection action on the judgment, including seizure of assets and garnishment of wages.)

In this case, ICBC chose not to pursue legal action for recovery of the payout, and in any event the 2-year limitation period during which ICBC could take such action expired. This didn’t make matters any less anxiety-producing for the complainant, who did not know the current state of legal affairs.

We explained to the complainant that if the Corporation determines it wishes to proceed to trial to collect the claimed debt, it must follow the Rules of Court and serve you personally with all required notices; in turn you have the right to respond, to be heard, to be represented by counsel if you desire and to defend your interests.

It was enlightening to learn the impact of legal uncertainty as described by the complainant. Until you are served with court documents, you will have no way of knowing what the future holds, which can create a psychological burden. If you are unfamiliar with laws such as the *Limitation Act*, you will have no way of knowing when the right to sue has passed and you are no longer subject to the threat of potential financial judgment. If you are unaware that an ICBC notice of amount payable following an accident is a claim and not a judgment, you could be inclined as someone who defers to the authority of the Corporation to put yourself into a difficult financial position in order to discharge what might be interpreted as an incontestable debt.

All of which points to the need for relevant information, an area where our office was able to assist the complainant.

The 10-day transfer rule has precise requirements

The complainant disputed ICBC’s determination that his insurance policy on Car A did not extend coverage to a newly purchased Car B in April 2025 under the 10-day substitute vehicle rule.

The complainant argued that he met the requirement of disposing of Car A by giving it to a family member for parts, and therefore believed coverage should have transferred to Car B. However, ICBC determined that the eligibility criteria were not met, as Car A was neither sold nor formally transferred out of the complainant’s name, nor disposed of through an approved method under the legislation.

Multiple reviews by Insurance Customer Service, a supervisor, Underwriting, and Fair Practices consistently found that the complainant did not satisfy the legal requirements for coverage transfer. Key factors included continued ownership of Car A, lack of completed transfer documentation, and ongoing insurance on the vehicle.

As a result, ICBC concluded that no insurance coverage applied to Car B during the period in question. The complainant's request for written confirmation of coverage was denied, and we confirmed this position upon further review. This was another example of a case in which fairness equals compliance with the law. In this case, as with the technical requirements for cancellation of a vehicle insurance policy, each element of the legal requirements must be complied with. Partial compliance is no compliance, and the consequences of non-compliance cannot be said to be unfair.

As we have noted, claim processing is a collaborative enterprise

The complainant disagreed with the positions taken by ICBC adjusters in the handling of their claim, particularly regarding eligibility determinations, requests for documentation, and the administration of benefits. However, upon review, these concerns were found to reflect standard ICBC practices in the application of legislative requirements.

ICBC, as mandated by law, is responsible for assessing a claimant's eligibility for benefits. In fulfilling this role, claimants are required to provide all relevant documentation necessary for ICBC to make informed decisions. Where such information is delayed or not provided, ICBC may suspend benefits or adjust payments to account for overpayments, ensuring that total benefits align with assessed entitlements within a relevant timeframe.

A significant concern raised by the complainant related to their application for Canada Pension Plan Disability (CPP-D) benefits and ICBC's handling of related information and decisions. ICBC operates as a secondary payer, meaning that claimants must first pursue and establish eligibility for income replacement from other sources, including employer-sponsored benefits or government programs such as CPP or CPP-D. The responsibility to apply for and provide documentation confirming eligibility for these benefits rests with the claimant.

If a claimant delays or fails to apply for such benefits, ICBC may impose consequences, including suspension of Income Replacement Benefits (IRB). Participation in the claims process, including the provision of requested documentation, is a legal requirement under the Enhanced Care framework. As such, the complainant's assertion that ICBC misrepresented its legal authority to request this information or made decisions based on available or missing information could not be substantiated. Of course, we were looking at this case through a fair process lens, always aware that we were without jurisdiction to review the substance of ICBC's determination or the amount of benefits conferred.

The complainant also raised concerns regarding ICBC's requests for personal records, including Canada Revenue Agency (CRA) tax documents, arguing that such requests exceeded ICBC's authority under the *Insurance (Vehicle) Act*. However, it is well-established that ICBC does have the legal authority to request information necessary to assess benefit eligibility. Under the *Freedom of Information and Protection of Privacy Act* (FOIPPA), public bodies are permitted to collect personal information where authorized by legislation. In this case, the authority granted under the *Insurance*

(Vehicle) Act is not narrowly restricted, provided that the information requested is directly relevant to the determination of benefits.

We noted that ICBC's requests for documentation are standard practice and consistent with those made of other claimants. There was no evidence to suggest that the complainant was treated differently or unfairly in comparison to others in similar circumstances. If the complainant believed that ICBC exceeded its statutory authority in collecting personal information, they can pursue the matter with the Office of the Information and Privacy Commissioner for British Columbia. Alternatively, disputes regarding eligibility assessments or the necessity of requested documentation may be brought before the Civil Resolution Tribunal (CRT). ICBC is not only authorized to collect relevant personal information but is also obligated to safeguard that information and use it solely for the purposes for which it was collected, in compliance with FOIPPA.

Difficult circumstances, difficult decision

The complainant raised concerns regarding ICBC's refusal to issue a driver's licence and insurance due to outstanding debt and felt that insufficient consideration and empathy were given to their personal and medical circumstances.

As part of the review, we examined whether ICBC (and the Fair Practices Office, whose work we typically review when a matter is brought to us) appropriately applied its Refuse to Issue (RTI) policy in light of the complainant's circumstances. ICBC confirmed that it had considered the complainant's situation, including claims of medical hardship, as well as their history of debt repayment. Records showed that the complainant previously incurred unpaid insurance debt in 2023 and was given multiple opportunities to resolve it. Although that debt was eventually paid, ICBC determined that, due to past repayment history and a recent default, the complainant was not eligible for an optional payment plan for the current debt.

We found - as did the FPO - no error in how ICBC applied the relevant legislation or described its authority. We concluded that ICBC had considered the complainant's circumstances, communicated its reasoning, and acted within its authority in applying the RTI provisions. While ICBC may offer flexible repayment arrangements to eligible customers, it is not obligated to extend accommodations that would eliminate or override outstanding debt.

We determined that the complainant was treated fairly within the scope of ICBC's processes and authority, and the complaint could not be substantiated. As a last note, the complainant was advised that they may pursue a medical hardship appeal through RoadSafetyBC and may apply to have the associated appeal fee waived.

That cancellation thing, again

The individual renewed a vehicle insurance policy on August 18, 2024, and entered into a payment plan with ICBC. They later reported moving from British Columbia to Alberta and stated they informed ICBC by phone in summer 2024 that they had cancelled their policy, believing the cancellation should be backdated to that conversation.

ICBC's Fair Practices Office found no record of such a call in the summer of 2024. Records did show a later interaction on October 8, 2024, during which the individual acknowledged an outstanding balance and committed to payment. A review of that call indicated they were aware of the formal requirements for cancelling insurance.

We concluded that ICBC met its obligations by correctly applying the law, explaining requirements, and outlining available options. Under the Tariff, and also the Insurance (vehicle) Regulation, cancelling a policy requires submitting signed documentation (vehicle registration form and a signed Application for Cancellation) and returning licence plates through an Autoplan broker; cancellation cannot be completed by phone. Because these steps were not taken, the policy remained active. As a result, the complaint that ICBC acted unfairly by denying a backdated cancellation was not supportable, and ICBC's decision was legally correct. In this context, correctness equals fairness.

Information makes the process work – occasionally that is the source of the conflict

This case concerns an individual who, following a motor vehicle accident in 2023, advanced an active claim for Enhanced Care benefits with ICBC while simultaneously raising concerns about the fairness of the claim process. The claimant continued to correspond with ICBC, the Fair Practices Office (FPO), and the Fairness Officer, alleging delays, denials of treatment, and insufficient consideration of medical recommendations.

Our review focused not on the entitlement to benefits, but on whether ICBC followed a fair process. This included assessing whether ICBC applied relevant laws and policies, considered the claimant's submissions, communicated clearly, and responded in a timely manner. The review also included an examination of prior responses from the FPO, which were found to be consistent with governing legislation and the evidentiary record.

A central issue throughout the claim was the claimant's perception that ICBC obstructed access to medically necessary assessments and treatments. However, the Fairness Officer found no evidence of systemic obstruction. Instead, the record showed that ICBC consistently communicated the evidentiary requirements necessary to assess eligibility for ongoing or new benefits, particularly after the expiration of the initial 12-week pre-approved therapy period.

A key theme in this case is the importance of cooperation in providing medical documentation that meets regulatory standards. ICBC is bound by legislation that defines which healthcare professionals are authorized to provide referrals for certain treatments. In the case of a request for a particular therapy, the claimant initially submitted referrals from several health care providers. ICBC advised that, under the applicable regulation, only referrals from a licensed physician or nurse practitioner could be accepted. Once a qualifying referral from a licensed physician was submitted, ICBC proceeded to review and approve the treatment within a reasonable timeframe.

Similarly, requests for other benefits, including experiential therapy and other forms of physical treatment that were relatively novel, were assessed in accordance with regulatory criteria and available medical evidence. ICBC provided explanations for its decisions, including citing a lack of supporting clinical evidence for certain therapies and indicating that further expert review, such as an Independent Medical Examination (IME), would inform ongoing consideration. These actions reflect a process grounded in evidence-based decision-making rather than dismissal of medical input.

Throughout the claim, ICBC communicated its requirements, decisions, and reasoning to the claimant, including outlining avenues for dispute resolution such as the Civil Resolution Tribunal (CRT). We observed that disagreements between the claimant and ICBC largely stemmed from differing interpretations of legislative requirements, rather than failures in process. We concluded that ICBC acted fairly in managing the claim.

The case highlights that timely and accurate submission of required medical information is essential to the fair and efficient processing of benefits. It also underscores that claimant cooperation in meeting these evidentiary standards plays a critical role in enabling Senior Recovery and Support Specialists to properly assess eligibility and make informed decisions.

Appendix C – Terms and Conditions for the ICBC Fairness Officer

August 9, 2024
Michael T. Skinner

Dear Mr. Skinner,

Congratulations on your reappointment as the Fairness Officer (the “Officer”). ICBC is looking forward to continuing to work with you, ensuring ICBC’s decisions, actions, and practices are transparent and fair.

The Officer position is established in Part 3 of the *Insurance Corporation Act* (the “Act”). The Officer’s powers, duties and responsibilities are set out in the Act and the Fairness Officer Regulation, B.C. Reg. 142/2021 (the “Regulation”).

This letter is not intended to conflict with the powers, duties, and responsibilities of the Officer set out in the Act and Regulation. To the extent of any conflict between the provisions of this letter and the Act or Regulation, the provisions of the Act or Regulation will govern.

This letter sets out in detail the terms and conditions of your Order-in-Council (“OIC”) appointment OIC# 424. The Officer is expected to comply with the terms and conditions outlined in this letter and the Officer’s powers, duties, and responsibilities as set out in the Act and Regulation.

Term

The term of your OIC appointment OIC# 424 is for three (3) years, with an effective date of July 12, 2024 and with the possibility of renewal for additional three (3) year terms in accordance with s. 55 of the Act (the “Term”).

Location of Fairness Office

The Fairness Office (the “Office”) and the Officer position may be operated in a virtual environment.

It will be up to the Officer to determine if physical office space is necessary, in consultation with the Board and in accordance with s. 55 of the Act, to ensure effective operations and the successful achievement of the Officer’s mandate.

Responsibilities and Accountabilities of Role

The Officer’s powers, duties, and responsibilities are set out in the Act and Regulation. For clarity, the Board will provide remuneration to the Officer for the following services as set out below:

Primary Services

i. Corporation Processes

- Review, investigate and/or make recommendations on ICBC processes in accordance with the Act and Regulation.

ii. Administration

- The Officer is responsible for the Office administration, including process and procedure development and obtaining support services necessary to fulfil the Officer's mandate.
- The Officer will submit an annual budget before the start of each fiscal year in accordance with s.55 of the Act with the timing to be directed by the Board.

iii. Reporting

- ICBC will, upon request, make all reasonable efforts to provide information and data to assist the Officer in meeting their reporting obligations as established in the Act and Regulation.
- The Officer will attend either a Board or a Board Committee meeting to present the Officer's Annual Report.
- The Officer will attend Board and/or Board Committee meetings, as required.
- The Officer will submit to the Board a report on expenditures on a quarterly basis in accordance with s. 2 of the Regulation within two weeks of the end of the quarter.

Additional Services

Outside of the Officer's powers, duties and responsibilities set out in the Act and Regulation with respect to ICBC's processes, from time to time the Officer may provide consulting services to the Board on other matters affecting ICBC (the "Additional Services") upon the following terms and conditions:

- Prior to performing any Additional Services, the Officer will provide a scope of work with an estimate of number of hours required to complete such work.
- The Officer must obtain written approval from the Chair of the Board, who will consult with the Chief Executive Officer of ICBC, before starting work on any Additional Services.
- ICBC will make available, and the Officer will consult with, personnel of ICBC with the required skills, experience and qualifications to support the Officer in performing the Additional Services.

For clarity, the Additional Services can include matters that are otherwise outside the scope of the Officer's authority under the Act and Regulation, including actions undertaken by ICBC at the direction of Government.

Additional Services performed by the Officer will not be included in any reports required under the Act and Regulation. Reporting on Additional Services by the Officer to ICBC will be upon the direction of the Chair of the Board.

The Primary Services together with any approved Additional Services are hereinafter referred to as the "Services".

Time Commitment

While daily availability is not essential, availability for telephone meetings on two-to-three days' notice and face-to-face meetings on one-to-two weeks' notice is required.

The time commitment will be dependent on the number and complexity of the complaints received by the Office.

It is anticipated the time commitment required will be between 0.25 and 0.5 full-time hours averaged on an annual basis.

ICBC Policies

In providing the Services, the Officer must adhere to the provisions of the most current version of the following ICBC policies, as applicable:

- (a) ICBC Code of Ethics;
- (b) Information Security;
- (c) Diversity, Equity and Inclusion;
- (d) Privacy;
- (e) Acceptable Use;
- (f) Health and Safety;
- (g) Respectful Workplace;
- (h) Alcohol, Cannabis, Controlled Drugs and Medication;
- (i) Security;
- (j) Corporate Acquisition; and
- (k) Use and Protection of Corporate Assets.

ICBC will provide a copy of the most current ICBC Code of Ethics and Information Security policy to the Officer for acknowledgement and signature confirming awareness and acceptance annually.

ICBC will ensure access to the most current versions of the foregoing policies.

Relationship of the Officer, ICBC and Staff

The Officer will ensure that the Services are provided exclusively by the Officer. Notwithstanding this limitation, the Officer may retain, as may be necessary and in accordance with s. 55 of the Act, staff to assist the Officer in providing the Services (the "Staff").

ICBC staff will make themselves available to provide any necessary ongoing support for the Officer and the Office. However, the Officer may retain Staff to support the Office. In that event, the Officer warrants that all Staff will have the required qualifications, skills, and experience to provide the Services and will provide the Services in accordance with terms and conditions outlined in this letter, and the Act and Regulation.

All Staff are required to read and acknowledge, by way of signature, the most current ICBC Code of Ethics and Information Security policy prior to assisting the Officer in providing the Services, and annually thereafter.

The Officer agrees that the Officer (and any person retained by the Officer) is not an employee or agent of ICBC and has no authority to bind, commit or speak for or on behalf of ICBC.

Compensation

Services

ICBC will pay the Officer one hundred forty-six dollars (\$146.00) per hour plus Goods and Services Tax and Provincial Sales Tax as applicable during the Term for performance of the Services upon receipt of an account from the Officer.

Expenses

ICBC will reimburse the Officer for any necessary expenses, including necessary Staff costs to assist the Officer in fulfilling the Officer's duties, over the Term and in accordance with the budgeting process prescribed in s. 2 of the Regulation.

Invoicing

The Officer will submit invoices providing a breakdown of time and services performed in relation to the Primary Services, and if applicable, a separate breakdown of time and services provided for any approved Additional Services. The Officer will identify expenses on a separate invoice and will provide original receipts. ICBC will pay the Officer within thirty (30) business days of receipt of an invoice for the Services.

Confidentiality

Recognizing that any fairness complaint could later become the subject of litigation, and that information or documents received in the course of reviewing fairness complaints should not lose any claim of privilege which may attach to them:

The Officer and Staff will,

- i. Maintain the confidentiality of all information and documents provided to the Officer;
- ii. Not disclose to any person, including the other party, any information or documents provided to the Officer by ICBC or the complainant without the consent of the party who provided the information or document having been obtained in advance;
- iii. If appropriate, obtain a written agreement from ICBC or the complainant that any confidential information or documents shared with them will be kept in strict confidence and not disclosed to any other person unless required by law; and
- iv. Not refer to any information or documents in any correspondence, report, or recommendation without the consent of the party who provided the information or document having been obtained in advance.

General Conduct Principles for Public Appointees and Conflict of Interest

Government appointees are expected to meet high standards of conduct, which enhance and maintain public confidence in the operation of B.C.'s public agencies, boards, and commissions. They must act to instill public confidence in their actions and decisions. Please review the following link with more information: [General Conduct Principles for Public Appointees – Province of British Columbia \(gov.bc.ca\)](http://www.gov.bc.ca/General-Conduct-Principles-for-Public-Appointees)

Note: The above is the minimum for public sector appointees. Additional standards of conduct and conflict of interest provisions that apply to the Officer are specified in the ICBC Code of Ethics.

The Officer may provide services to other clients during the Term, so long as such services are not performed on ICBC's premises or using ICBC equipment and do not interfere or conflict with the terms and conditions outlined in this letter and the Officer's powers, duties and responsibilities as set out in the Act and Regulation.

Training for Public Appointees

As a public appointee, there are training resources available to you and you can learn more about these by visiting the Crown Agencies and Board Resourcing Office website at: [BC public sector board training and resources - Province of British Columbia \(gov.bc.ca\)](http://www.gov.bc.ca/BC-public-sector-board-training-and-resources)

If you have any questions regarding your appointment or the terms and conditions outlined in this letter, please contact Doug Cooper (doug.cooper@icbc.com; (604) 982-6590).

I wish you much success in your position and look forward to working with you.

Sincerely,



Catherine Holt
Chair of the ICBC Board of Directors

cc:

Mike Farnworth, Minister of Public Safety and Solicitor General and Deputy Premier

Mary Sue Malougney, Associate Deputy Minister, Crown Agencies Secretariat

Toby Louie, Executive Lead, Crown Agency Policy and Legislation, Crown Agencies Secretariat

David Wong, Chief Executive Officer, Insurance Corporation of British Columbia