# Rehabilitation Aspects of Section B Coverage

*by* W. Augustus Richardson, Huestis Holm, Halifax, *and* Wayne MacDonald, Royal Insurance, Dartmouth

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PART 1: INTRODUCTION

1. This paper is broken into several parts.

2. The first few parts deal with rehabilitation aspects of Section B coverage from the viewpoint of the daily handling of a Section B claimant’s file by an insurer. Emphasis is placed upon the overlapping interests of both the insured and the insurer in rehabilitating the injured insured, and how best to realise those interests.

3. The latter parts deal with various legal aspects of the medical and rehabilitation benefits available under Section B of the standard motor vehicle liability policy. The discussion will cover some of the principle issues which arise out of such payments in the context of "third-party" liability actions. It will also address some of the issues which arise in the context of "first-party" claims for various expenses under the medical and rehabilitation provisions of Section B.
PART 2: THE ROLE OF AN ADJUSTER UNDER SECTION B

INTRODUCTION

There is no set pattern, or real plan of action with rehab, but we are put in the situation to control this whole new idea of claims handling.

We are expected as claims people to take off our "Sec A Hats" and deal with an injured party under a contractual basis.

It is important to note that all injured parties are not re-trainable, but we are expected to retain them.

In this talk we plan to speak about the injury itself. But most importantly the behaviour of the injured party through his or her recovery, or the lack of recovery.

We will deal with the actions of the field adjuster later, but it is important to see what we should be looking for as far as rehab is concerned. I will call it bell ringing.

THE FIRST CONTACT

We have just discussed the bells ringing, and now it is time for action.

I believe it is important for the adjuster to take some time to explain coverage, his role in the claim and to set up a trust so that the party can get back to work as soon as he is able to do so.
The first meeting should include the other family members especially when it is clearly known the recovery period is going to be long term.

**REMEMBER THIS IS NO FAULT**

The adjuster should see the party at least once every 30 days. To review ongoing expenses that are recoverable, and to watch for the bells.

I think we, as adjusters get into problems when we fail to see some of the problems, that maybe directly related to the Accident. This brings us to the different types of behaviour.

**THE BELLS SHOULD START TO RING WHEN...**

1. The injured party is unemployed, marginally employed.
2. Injury is whiplash, back strain, soft tissue.
3. Medical report not received by three weeks post accident.
4. Symptoms described are vague and or changed.
5. Injured party exhibits much pain behaviour - moaning, sighing, rubbing injured area, primarily when talking about the injury.
6. The medical reports are vague.
7. The disability is blank, or is indefinite.
8. No treatment plan is outlined.
9. Spouse is retired, on W.C.B./C.P.P. or welfare.
10. Prognosis is guarded for minor injury.


12. There has been a similar injury previously.

13. There is an indication of alcohol, drug use, abuse, etc.

14. Injured party has spotty work record.

15. There are obvious signs of financial stress.

16. There is no job for the party to return to.

17. There is a language cultural problem with the adjuster.

18. Party is self employed.

19. There is no third party action.

20. Injured party frequently misses appointments with the adjuster, physio, doctors.

**TYPES OF BEHAVIOUR**

1. **ANGER** - Easily recognized.

2. **DEPRESSION** - Anger turned inward
   Indications - A. poor appetite
               B. sleep problems
               C. late appointments

3. **ENERGY LOSS** - Less we do the less we feel like doing.
   - When we exercise the more energy needed.
4. **ANXIETY**
   - State of being worried and concerned.
   - Associated with feeling of loss of control.
   - Should help the party to confront the anxiety producing situation.
   e.g. may be afraid of going to therapy.

**HELPFUL SUGGESTION -- HANDLING REHAB**

1. Rise above the pre-conceived notions about types of injuries and behaviours, *avoid labelling*.

2. Actively listen to your client. We heard these stories a thousand times before, but it is *his or her first time*.

3. Before of the health care system in your area and what system is going to assist the party to get back to work.

4. Be alter to over use of medication and alcohol.

5. Add a little encouragement and that goes a long way.

6. Create situation for the party to obtain and the help they need to help themselves.

7. Don’t spend the time, energy, wondering if the party is malingering. The program that is laid out will show those kinds of people.

8. If someone is a pain patient, have a health care prof. explain the difference between hurt v. harm.
PART 3: STATUTORY AND PROCEDURAL ASPECTS OF SECTION B PAYMENTS

1. The provisions of Section B of the standard motor vehicle liability policy (SPF No. 1) for Nova Scotia are mandated by s.140(1) of the Insurance Act. Any payments by an insurer under this section constitute a release, to the extent of such payments, by the insured person of any claim he or she may have against a third party (provided that person is also insured under a motor vehicle liability policy).

PROCEDURAL CONSIDERATIONS IN THIRD-PARTY (LIABILITY) ACTIONS

2. Both counsel and insurers should be aware that the failure of an insured to make a claim for Section B benefits (be they medical or wage loss) will have an adverse affect on his or her claim against a third party for liability arising out of the motor vehicle accident in which he or she was injured.

3. Entitlement to Section B benefits (as well as actual payment of such benefits) constitutes a release (to the extent of such entitlement or payment) of an insured’s claim against a third party.

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1 RSNS 1989, c.231, as amended.
2 Insurance Act, s.140(2).
3 McKay v. Rover 79 NSR (2d) 237 (NSCA).
4 Insurance Act, s.146(2); McKay v. Rover 79 NSR (2d) 237 (NSCA). Note that McKay involved, inter alia, expenses which could be claimed under the medical and rehabilitation provisions of Section B.
4. A plaintiff who fails to apply for Section B benefits will have the entire amount of those payments deducted from his or her judgement, even where some of those payments would by the time of trial be barred by the one-year limitation for such claims.\(^5\)

5. The total amount of all Section B benefits which were paid to (or which were available to) the plaintiff are deducted from the judgement after it has been reduced by any contributory negligence attributed to the plaintiff;\(^6\) and before PJI is calculated.\(^7\)

6. The deductibility of no-faults is not limited by their nature. Loss of income benefits may be deducted from a general damages award,\(^8\) though the trial judge has a discretion to deduct them according to their nature. For example, a trial judge could decide to deduct the wage loss payments payable or available under Section B first from special damages (i.e. wage loss) and only then against general damages.\(^9\)

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\(^7\) *Fulton*, ibid.

\(^8\) *McKay v. Rover* 79 NSR (2d) 237 (NSCA).

\(^9\) This flows from the decision in *Fulton*, supra; the reason the difference is significant is that prejudgment interest on lost wages is generally calculated at one-half the rate used for general damages. Hence the defendant would prefer the deduction to be made first against general damages; while the plaintiff would prefer the deduction to be made first against his or her wage loss claim.
7. The deduction created by s.146(2) of the Insurance Act operates only where the insured has made a claim which has been honoured; or where the insured had a claim but failed to make it.

8. If the insured makes a claim which is denied by the Section B insurer then it can not be said that he or she had payments "available" to them.

9. It is imperative then that a lawyer representing a plaintiff in a motor vehicle claim insure that a claim is made for any and all benefits which may be available to the client under his or her Section B policy. Failure to do so could be negligence. If the claim is denied it may be pursued against the no-fault carrier; or, as is more usually the case, against the defendant. If the claim is not made the plaintiff risks having his or her award at trial reduced by the amount of that claim.

DEDUCTABILITY OF FUTURE SECTION B PAYMENTS

10. How do the courts treat the deduction of future Section B payments? For example, what happens if the matter proceeds to trial and the plaintiff (who is currently in receipt of Section B payments) is found to have an ongoing disability? Can the defendant also deduct the future Section B benefits which may become available to the plaintiff?

11. The answer is "yes." The defendant is entitled to deduct both the Section B benefits already paid and the benefits which will be available in the future.\(^\text{10}\)

\(^{10}\) Cox v. Carter (1976) 13 OR (2d) 717 (HCJ); Gallman v. Archibald (1989) 93 NBR (2d) 198 (TD) at 213-15. Of course, the ability of the defendant to claim such a reduction is subject to the relevant limits under the Section B provisions. The limit, with respect to
12. The manner of calculating the amount of the future Section B benefits varies. Where there is no doubt that the entire amount of available Section B benefits will be paid out in the future (as with a catastrophic injury), the trial judge may deduct the present value of those future benefits.\textsuperscript{11}

13. Where there is less certainty, the trial judge must nevertheless estimate to the best of his or her ability what the amount of future benefits will be and deduct it.\textsuperscript{12}

14. Where (as is sometimes the case) the no fault carrier has ceased payment shortly before trial such deductions for future loss are not available: the denial by the no fault carrier prevents the statute from taking effect.\textsuperscript{13}

15. However, the defendant (i.e. the liability insurer) may still obtain a declaration from the court that the Plaintiff "should hold in trust for the Defendant and pay over to the Defendant such Section B payments as he shall hereafter receive, the total of such latter payments not to exceed the amount of the Plaintiff's judgment against the Defendant."\textsuperscript{14}

16. Such declarations may also include an assignment of those rights to the defendant (or his or her liability insurer), which then permits the assignee to commence an action in its own name.

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medical and rehabilitation payments, is $25,000.

\textsuperscript{11} \textit{Malat v. Bjornson} [1981] 2 WWR 59 (BCSC).

\textsuperscript{12} \textit{Fisher v. Wabischewich} (1977) 85 DLR (3d) 106 (BCCA).

\textsuperscript{13} \textit{Corkum v. Sawatsky} (NSSC, TD; reported decision of Saunders, J, released January 25, 1993).

\textsuperscript{14} \textit{Cox v. Carter} (1976) 13 OR (2d) 717 (HCJ).
The assignee is also entitled to compel the injured person to co-operate in any action it may then start.15

SETTLEMENT BY THE SECTION B CARRIER

17. What happens where the no fault carrier denies the claim before trial, but then settles with the insured and obtains a release of all further no fault rights? Is that release effective to bar the defendant from claiming the benefit of all Section B benefits that might have been available had the claim not been settled?

18. There are only two cases on the point, and they are divided. In Cattapan v. Mitchell16 an Ontario court held that such a release was not effective. The defendant was still entitled to deduct all benefits which would have been available had the claim not been settled.

19. In Corkum v. Sawatsky17 a Nova Scotian court considered Cattapan, but concluded that the release was effective to bar any further deduction.

20. It is probably impossible to say which decision is "right." There are policy arguments supporting both conclusions. Perhaps the best that can be said is that it is more likely that Corkum rather than Cattapan will be followed in Atlantic Canada.

15 Lovric v. Federation Insurance (1989) 71 OR (2d) 403 (DCO).

16 (1978) 27 OR (2d) 87 (HCJ).

PART 4: MEDICAL AND REHABILITATION BENEFITS UNDER SECTION B

21. Subsection 1 (Medical, Rehabilitation and Funeral Benefits) of Section B of the standard motor vehicle liability policy (SPF No. 1) for Nova Scotia provides that the insurer will pay "to or with respect to" each insured person the following benefits:

"(1) All reasonable expenses incurred within four years from the date of the accident as a result of such injury for necessary medical, surgical, dental, chiropratic, hospital, professional nursing and ambulance service and for any other service within the meaning of insured services under the Health Services and Insurance Act and for such other services and supplies which are, in the opinion of the physician of the insured person's choice and that of the Insurer's medical advisor, essential for the treatment, occupational retraining or rehabilitation of said person, to the limit of $25,000 per person.

(2) Funeral expenses incurred up to the amount of $1,000 in respect of the death of any one person."

22. There are accordingly several conditions which define the entitlement to such payments. They are as follows:

a. the expenses must have been incurred by or with respect to the insured person;

b. the expenses must be "reasonable;"
c. the expenses must be "incurred" within four years of the accident;

d. the expenses must be in respect of one of three kinds of "services:"

i. necessary medical, surgical, dental, chiropractic, hospital, professional nursing and ambulance services;

ii. any other "insured service" within the meaning of the Health Services and Insurance Act; and

iii. such other "services and supplies" which are, in the opinion of:

(1) the physician of the insured person’s choice, and

(2) that of the Insurer’s medical advisor,

"essential for the treatment, occupational retraining or rehabilitation" of the insured; and finally,

e. there is a limit of $25,000 on the claim.

23. We will deal with some of these conditions, and some kinds of claims, in the following paragraphs.
WHO MAY INCUR THE EXPENSE?

24. The expenses incurred by the injured insured obviously fall within the ambit of Section B. However, Section B appears to contemplate the reimbursement of expenses incurred by people who are not injured insureds under the policy.

25. Section B obligates the insurer to pay "to or with respect to each insured person" the medical and rehabilitation expenses listed in subsection 1(1). The emphasized wording is arguably broad enough to support, at the least, a claim by family members for the value of services they provide to a injured insured where the expenses otherwise fall within the scope of the subsection.

26. In Migliore v. Co-Operators Insurance Association18 the infant plaintiff was severely brained damaged. His parents spent time and incurred expenses travelling to and from the hospital, visiting the infant plaintiff and taking him to doctors, therapists, rehabilitation specialists and school. The parents made a claim was made for the value of these services to the limit of the Section B coverage (i.e., $25,000).

27. At trial the defendant insurer conceded that the value of these services, if paid to a third party, would easily have exceeded $25,000. It also conceded that the services of the parents were essential for the treatment and rehabilitation of the child.

28. However, it defended on the basis that not all the expenses had yet been incurred; and that the claim was really something which should have been made under legislation which provided a right of action to family members who supplied services to injured persons rather than under Section B.

18 [1987] ILR ¶ 1-2221 (Ont SC).
29. Mr Justice O'Brien rejected both arguments, and allowed the plaintif parents' claim for $25,000 in full.

EXPENSES INCURRED WITHIN FOUR YEARS

30. The law seems to be that an "expense" is incurred when it:

a. has actually been paid; or

b. in all likelihood will be incurred, either because the insured has committed himself (or herself) to it or because there is a substantial certainty that it will be incurred.

31. For example, in General Accident Assurance C. v. Hobbs19 the phrase "expenses incurred" was defined to mean:

"... those expenses which ... [the insured] has actually paid out-of-pocket, or those expenses with respect to which he has actually committed himself, and rendered himself thereby actually liable to pay, and that they be in a determined or determinable amount, as opposed to mere estimate or speculation."20

32. The court held that an insured must establish either an actual disbursement or "a future liability for disbursement."21 Since the insured in this case had advanced no evidence at all his claim failed.

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20 Ibid., per McQuaid, J at p.9625.

21 Ibid.
33. The effect of this interpretation is that so long as the likelihood of the expense is one that has been established with a fair degree of certainty within the four year period then it does not matter if it will in fact be incurred more than four years after the accident.

34. For example, an insured was allowed to maintain a claim in respect of dental expenses incurred more than four years after the accident, at least where the treatment commenced within that period and where the insured knew within that period that she would be undergoing the treatment after the period elapsed.22

35. Similarly in Placken v. Canadian Surety Co.23 the plaintiff lost his leg in an accident. The court allowed a claim to the maximum limit of $25,000 for the cost of repair and replacement of his prosthesis, even though some of those expenses would be incurred years later.

FOR SERVICES

36. All three categories use the term "service." The third also refers to "supplies." This raises the question of the meaning and extent of these words. Do they cover all kinds of services or supplies, or only certain types?

37. The general rule appears to be that only services (or services and supplies) associated more or less directly with medical treatment or physical rehabilitation fall within the provisions of subsection

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22 Stokes v. State Farm (Ont. County Ct.; unreported; Oct. 25, 1982; annotated in Newcoombe, Insurance Case Law Digest, Part 1, 1.48.1); see also Migliore v. Co-Operators, supra, fn. 18.

23 (Ont. Dist. Ct; unreported; Mar. 9, 1990; annotated in Newcoombe, ibid., 1.48.3.)
1 of Section B. In addition, the expenses must not be of a capital nature.

38. For example, in Morin v. Zurich Insurance Company\(^\text{24}\) the plaintiff had been rendered a quadriplegic. An addition was built onto his parents' home. The addition was required to allow him to live at home.

39. The insured sued his Section B carrier for the cost of the addition ($17,200) to the home. The court dismissed the claim. It held that the word "supplies" had to be read *ejusdem generis* with the words preceding it, which meant that it took its character and meaning from the repeated references to *medical* services and treatment in subsection 1.

40. The effect of this decision (if followed in Nova Scotia) would appear to be that expenses of a capital nature, regardless of their utility so far as the medical treatment or rehabilitation of the insured, are not covered by subsection 1 of Section B.

41. The Nova Scotia case of Gaudet v. Doucet\(^\text{25}\) appears at first glance to come to a different result, though close analysis would cast doubt on such a conclusion.

42. Gaudet was a third party liability action. Prior to trial the plaintiff's Section B insurer had paid $25,000 to the plaintiff under subsection 1 to pay part of the cost of extensively remodelling a home for the plaintiff (who had been severally injured). The Section B carrier (who was not a party to the action) had obviously concluded on its own that the expense could be paid under subsection 1.

\(^{24}\) [1978] ILR ¶ 1-1013 (BCSC).

\(^{25}\) (1991) 101 NSR (2d) 309 (TD).
43. The defendant argued, however, that the payment was not a proper payment under Section B. That being the case, he argued that the plaintiff still had $25,000 "available" to him under Section B and that accordingly the defendant should be entitled to deduct that amount from the judgment under the provisions of s.146(2) of the Insurance Act.  

44. Mr Justice Davison was not prepared to accept this argument in circumstances where, as he noted, "the insurer must have accepted the fact that the claim came within the policy conditions." He accordingly found that the claim for remodelling the home was a proper claim under Section B.  

45. This decision cannot be said to be a true precedent insofar as the interpretation of subsection 1 of Section B is concerned. The Section B carrier was not a party. It does not appear to have made submissions on the issue. No caselaw on point appears to have been referred to Davison, J. And one would expect a trial judge to be reluctant to second-guess the Section B carrier when to do so would result in a reduction of the plaintiff's claim.  

AGREEMENT OF MEDICAL ADVISORS  

46. A claim for expenses in respect of "services and supplies" under the third category of subsection 1(1) of Section B is subject to the requirement that the insured's physician and the insurer's medical

26 The argument is set out at ibid., p.328.  
27 Ibid., p.329.  
28 Ibid., at ¶ 80.  
29 At least none is referred to in the decision.
advisor agree as to its necessity. If there is no agreement the claim fails.  

47. The fact that this category appears to differentiate between physicians and medical advisors does not mean that the insurer, in denying a claim, can rely upon the advice of an expert who is not medically qualified in some way.

48. For example, in *Lightstone v. Canadian Provincial Insurance Company* the insured's physician was found to have expressed the opinion that housekeeping services would be essential to the rehabilitation of the insured. The insurer filed no evidence to contradict this, contending that its lawyer could act as its "medical advisor." He, of course, was of the view that such services were not necessary.

49. The court rejected this argument: "the word 'medical' must mean something and in my opinion it clearly does not mean a solicitor." The claim for housekeeping services was accordingly allowed.

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32 Ibid., per Potts, J at p.7487.

33 It should be noted, in light of the discussion of housekeeping services at paragraph 62ff., that Potts, J also remarked, at p.7489, that he was not "deciding that this particular section necessarily includes housekeeping services in all future cases." He was simply deciding that an insurer could not avoid a claim under this section by failing to call its own medical evidence on the point.
50. Following on this case it is clear that an insurer cannot avoid a claim by refusing to introduce the evidence of its own "medical advisor."

**IS AGREEMENT SUFFICIENT IN ITSELF TO GROUND A CLAIM?**

51. Notwithstanding that both the insured's physician and the insurer's medical advisor are in agreement as to the need for the expense in question, the insured must still establish that the expense falls within the meaning of the subsection. It must be an expense in respect of "such other services and supplies which are ... essential for the treatment, occupational retraining or rehabilitation" of the insured.34

**PART 5: SPECIFIC KINDS OF EXPENSES AND THEIR RECOVERABILITY UNDER SECTION B**

52. In the following we deal with certain kinds of claims which crop up with some regularity.

53. In considering the caselaw it is imperative to keep in mind that the decisions arise in one of two ways.

54. First, they may arise in the context of a claim by an insured against his or her Section B insurer. Second, they may arise in the context of a claim by a defendant in the motor vehicle action that he or she is entitled to reduce his or her liability to the plaintiff to the extent of payments for such expenses that the plaintiff "could" have claimed from the Section B carrier.

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34 This follows from the decision in *Joynes v. Canadian Home Assurance Company* [1989] ILR ¶ 1-2464.
55. The decisions which arise in the second fashion are almost always unsatisfactory guides to the interpretation of the medical and rehabilitation provisions of Section B. A trial judge may be reluctant to find that a particular expense will fall within the provisions of Section B when to do so may result in a substantial reduction of the plaintiff's judgment. He or she may feel compelled to lean against such a conclusion, even if it strains the wording of the section. In addition, the kind of evidence that the Section B carrier would normally adduce in a claim under the policy is not available to the judge in the normal motor vehicle action, since the Section B carrier is normally not a party.

TUITION AND EDUCATIONAL EXPENSES

56. Sending a Section B claimant back to school may be very important for his or her rehabilitation. Section B insurers may (and indeed often do) pay for the tuition and supplies necessary to put a claimant through some kind of educational upgrading or occupational retraining. However, it is not at all clear that they are actually required to make such payments under Section B.

57. Payments for tuition and school supplies cannot be fit within the first two categories of subsection 1(1) of Section B. They are not expenses incurred in respect of "medical, surgical, dental, chiropractic, hospital, professional nursing and ambulance services. Nor are they "insured services" within the meaning of the Health Services and Insurance Act.

58. Such expenses might appear to be "services and supplies" which are "essential for the treatment, occupational retraining or rehabilitation" of the insured under the third category.35

35 It is assumed here that both the insured's doctor and the insurer's medical advisor agree that this is the case; as noted above,
However, a contrary conclusion was reached in Joynes v. Canadian Home Assurance Company. The plaintiff there sought to recover the cost of occupational retraining. He would probably require an ankle fusion, and his doctor was of the opinion that he should retrain for a less strenuous job. The insurer adduced no evidence to contradict this opinion, and did not cross-examine the doctor on it.

Both the trial judge and the New Brunswick Court of Appeal concluded that all three categories under Section B were in character of a "medical or health" nature. Hence educational expenses could not be recovered. As the Court of Appeal reasoned,

"There is throughout the wording of the clause [i.e., subsection 1(1) of Section B] a common category to which all the enumerated entitlements fall and that, in my view, is of a medical or health character and category. This commonness is reinforced by the words 'such other' and the required opinion of a physician and medical advisor."

The court accordingly dismissed the plaintiff's claim.

without such agreement there can be no entitlement to payment under this category.


Ibid., at p.9534.
62. Once again, housekeeping expenses and parental care cannot be fit within the first two categories. Can they be fit within the third?

63. Housekeeping services do not at first glance fall within the class of services usually associated with the medical treatment or rehabilitation of the insured.

64. In British Columbia the courts have ruled that such services do not fall within the scope of Section B.38

65. As has been noted, any recommendation by a doctor concerning the necessity for housekeeping services would be

"... surely beyond his function as a doctor—his medical opinion was simply that she should not do housework. The performance of the housework by others was not a part of the medical opinion but was the necessary result of it."39

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38 See the discussion in McCuiag v. Unigard Mutual Insurance Company [1978] ILR ¶ 1-969 (BCSC). This was a first-party claim by the insured under the Section B provisions of her policy. It should be noted that the wording of the British Columbian section was slightly different. There the entitlement was for such other services and supplies as were "essential for the physical or psychological treatment or rehabilitation of the insured." However, the difference would not appear to be material insofar as a claim for housekeeping services is concerned.

39 Ibid., per Meredith, J at p.1015.
66. This question was also answered in the negative by Nunn, J in \textit{Morrow v. Barnhill Contracting Ltd.}^{40}

67. Mr Justice Nunn ruled\textsuperscript{41} that such payments were neither "treatment" nor "occupational retraining" within the meaning of the provision. As he noted, "[r]ehabilitation has the connotation of restoring to effectiveness or normal life by training, and the services here do not come within that connotation."

### Hair Transplant Operation

68. In \textit{Biddle v. Allstate Insurance Company of Canada}\textsuperscript{42} the insured's scalp had been scarred. The scar was blueish-purple in colour. He was upset and depressed about the scar's appearance. A dermatologist performed a hair transplant to improve its appearance.

69. The court held that the transplant was a "surgical procedure" and therefore fell within the first category. The only question was whether the expense was reasonable and "necessary." The court held that the expense was not monetarily extravagant. In addition, the court held that the depression which had

\textsuperscript{40} (1987) 82 NSR (2d) 141 (NSTD). The question in this case did not arise out of a claim by a Section B claimant against her insurer. It arose instead in the context of a claim by the defendants in the third party action that they were entitled to reduce their liability to the claimant to the extent of her entitlement to such payments under the provisions of s.146(2) of the \textit{Insurance Act}. That defence forced Nunn, J to consider the question of whether the plaintiff did in fact have such an entitlement (since she had apparently not filed such a claim with her Section B carrier).

\textsuperscript{41} Ibid., at p.153.

\textsuperscript{42} [1981] ILR ¶ 1-1396 (Ont. County Ct).
precipitated the transplant was an illness which often required medical or surgical treatment. Hence the expense was also a necessary one in the circumstances.