



**Citation: Matevosian v. TD General Insurance Company, 2026 ONLAT 24-008430/AABS**

**Licence Appeal Tribunal File Number: 24-008430/AABS**

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

Between:

**Samson Matevosian**

**Applicant**

And

**TD General Insurance Company**

**Respondent**

**DECISION**

**ADJUDICATOR: Rebecca Hines**

**APPEARANCES:**

For the Applicant: Elena Fetesko, Paralegal

For the Respondent: Kateryna Borodenko, Counsel

**HEARD: By way of written submissions**

## OVERVIEW

[1] Samson Matevosian, the applicant, was involved in an automobile accident on April 22, 2023, and sought benefits pursuant to the *Statutory Accident Benefits Schedule - Effective September 1, 2010 (including amendments effective June 1, 2016)* (the “*Schedule*”). The applicant was denied benefits by the respondent, TD General Insurance Company, and applied to the Licence Appeal Tribunal - Automobile Accident Benefits Service (the “Tribunal”) for resolution of the dispute.

## ISSUES

[2] The issues in dispute are:

1. Is the applicant entitled to medical benefits and cost of examination expenses proposed by Alliance Diagnostics and Treatments Inc, in the following treatment plans (“OCF-18s”):
  - i. \$4,810.11 for physiotherapy services dated May 8, 2023;
  - ii. \$2,200 for a neurological assessment dated April 28, 2023; and,
  - iii. \$2,045.43 for an attendant care assessment dated April 28, 2023?
2. Is the applicant entitled to interest on any overdue payment of benefits?

## RESULT

[3] The applicant is entitled to all three OCF-18s in dispute because I find that the respondent’s notice denying the benefits did not comply with s. 38(8) of the *Schedule*. The applicant is entitled to interest in accordance with s. 51 of the *Schedule*.

## ANALYSIS

[4] Section 38(8) of the *Schedule* outlines that within 10 business days of receiving a treatment plan, the insurer shall give the insured person a notice that identifies the goods, services, assessments and examinations described in the treatment and assessment plan the insurer agrees to pay for, any the insurer does not agree to pay for and the medical reasons and all of the other reasons why the insurer considers any goods, services, assessments and examinations, or the proposed costs of them, not to be reasonable and necessary. Section 38(11) 2 of the *Schedule* supports that if an insurer’s notice does not comply with s. 38(8) it

is liable to pay for the OCF-18 if it is incurred by the insured after the 11<sup>th</sup> business day after receipt of the OCF-18 and the day the insurer provides a compliant notice.

- [5] The applicant submits that the respondent's denials of all three OCF-18s did not comply with s. 38(8) of the *Schedule* in that the respondent either did not respond to the OCF-18s at all, or the denials did not identify the goods, services or assessments being denied or the amount being denied. The applicant also argues that the respondent did not provide proper medical reasons. As a result, he maintains the respondent is liable to pay for all three OCF-18s in dispute.
- [6] The respondent argues that its notices denying the three OCF-18s complied with s. 38(8) of the *Schedule*. It asserts that it had very little medical information when all three of the above OCF-18s were submitted. Consequently, it should not be forced to make up medical reasons for its denials. It submits that when its notices are viewed holistically, they comply with s. 38(8) of the *Schedule*.
- [7] For the reasons discussed below, I find it clear that the respondent's denials of all three OCF-18s did not comply with s. 38(8) of the *Schedule* because none of the notices identified what services were being denied or the cost that was being denied, which is clearly in non-compliance with s. 38(8) of the *Schedule*. Both parties also made submissions in support of their positions that the OCF-18s are or are not reasonable and necessary. Because I find the respondent's notice did not comply with s. 38(8) I find it unnecessary to address whether the OCF-18s are reasonable and necessary. For ease of reference, I will address the respondent's denial of each OCF-18 individually.

### ***OCF-18 for Physiotherapy***

- [8] The applicant submits that he never received a denial in response to the OCF-18 for physiotherapy in the amount of \$4,810.11 dated May 8, 2023. As a result, the respondent is liable to pay for the OCF-18 for physiotherapy.
- [9] The respondent argues that three OCF-18s were submitted shortly after the accident without any medical information. Further, it sent the applicant a letter dated May 8, 2023, which it maintains complies with s. 38(8) of the *Schedule*. The respondent relies on the Tribunal's decision in *Saab v Economical Mutual Insurance Company*, 2023 CanLII 98426 (ON LAT) which it maintains supports its position that denial letters should be read holistically to comply with s. 38(8). In *Saab*, the insurer provided an initial letter within the 10-day mandate explaining the reasoning behind the denial. The adjudicator held that this letter complied with section 38(8) and that all subsequent letters, including the notice

and Insurer Examinations (IE) reports, effectively communicated the respondent's reasons for denying the plan. The adjudicator held that insurers are not required to refer to specific pieces of evidence and the legal standard to be met is not perfection.

- [10] In response to the OCF-18, the respondent sent the applicant a notice dated May 8, 2023, which stated “Thank you for submitting the Treatment and Assessment Plan (OCF-18) prepared by Alliance Diagnostics and Treatments Inc. and dated April 28, 2023. We regret to inform you that we are unable to approve the goods, services and/or assessments on the basis that you have an impairment that entitles you to receive goods or services under the Minor Injury Guideline.” It then stated that the applicant sustained a WAD1 and other soft tissue injuries and if he had compelling evidence of a pre-existing condition before the accident to forward it for review.
- [11] A subsequent notice was sent to the applicant dated December 5, 2023, enclosing three IE reports. The notice stated: “The following is our explanation of the reasons you are not entitled to additional physical treatment pending the submission of a report detailing further investigation of the right shoulder for the assessors' review.”
- [12] I find the respondent has not proven that its notice denying the OCF-18 for physiotherapy complied with s. 38(8) of the *Schedule*. I find the initial letter dated May 8, 2023, did not identify that it was an OCF-18 for physiotherapy that was being denied, nor did the letter identify the amount that was being denied. In my view, I find it understandable that the applicant takes the position that no notice was ever issued in response to this OCF-18 because the letter does not provide any information about what is being denied other than referring to the service provider and the date of the OCF-18. I find that an unsophisticated person would not understand what benefit was being denied based on the contents of this notice. In addition, I find the respondent's notice dated December 5, 2023, did not cure this deficiency because it did not specify that the OCF-18 for physiotherapy in the amount of \$4,810.11 was denied. I find this subsequent notice was also deficient and an unsophisticated person would not understand what was being denied in order to dispute the denial.
- [13] It is also important to note that I am not bound by this Tribunal's decisions. However, I find the scenario in *Saab* distinguishable from this matter because the adjudicator in that case found the insurer's notice identified the treatment plan and amount being denied which I find the respondent has not done in this case.

Consequently, I find that the respondent is liable to pay for the OCF-18 for physiotherapy in the amount of \$4,810.11.

### ***OCF-18 for Neurological Assessment***

- [14] The applicant submits that the respondent's denial in response to the OCF-18 for a neurological assessment submitted May 18, 2023, also did not comply with s.38(8) of the *Schedule* because it did not identify the services being denied or the cost of same.
- [15] The respondent argues that its notice dated June 1, 2023, complied with s. 38(8) of the *Schedule* and that it referenced the OCF-18 in question.
- [16] The respondent's notice dated June 1, 2023 stated: "We have received the Treatment and Assessment Plan (OCF-18) submitted by Alliance Diagnostics and Treatments Inc. and dated April 28, 2023. We do not agree to pay for any of the following goods, services and/or assessments for medical reasons and all other reasons known as of the date of this notice as follows..." The notice then advised that it believed the applicant sustained a minor injury and that an IE was being scheduled with Dr. Yahmad, neurologist, to assess a neurology assessment recommended in an OCF-18 dated April 23, 2023.
- [17] The respondent sent the applicant the same notice already referenced above dated December 5, 2023, which enclosed three IE reports and stated that Dr. Yahmad found that there was no neurological impairment that was detected.
- [18] I find that neither of the respondent's notices complied with s. 38(8) because neither stated that an OCF-18 for neurological assessment was being denied and the amount that was being denied. I find that an unsophisticated party would not understand what was being denied based on the contents of either notice. As a result, I find the respondent is liable to pay \$2,200 for the neurological assessment.

### ***OCF-18 for Attendant Care Assessment***

- [19] The applicant submits that the respondent's notice in response to the OCF-18 for the attendant care assessment did not comply with s. 38(8) of the *Schedule*.
- [20] The respondent relies on the same notice dated May 8, 2023, which was issued in response to the OCF-18 for physiotherapy, which stated: "Thank you for submitting the Treatment and Assessment Plan (OCF-18) prepared by Alliance Diagnostics and Treatments Inc. and dated April 28, 2023. We regret to inform you that we are unable to approve the goods, services and/or assessments on

the basis that you have an impairment that entitles you to receive goods or services under the Minor Injury Guideline.” It then stated that the applicant sustained a WAD1 and other soft tissue injuries and if he had compelling evidence of a pre-existing condition before the accident to forward it for review.

[21] I find the above notice did not comply with s. 38(8) of the *Schedule* because the notice did not state that an OCF-18 for an attendant care assessment in the amount of \$2,045.43 was being denied. Further, there is no evidence before me to support that the respondent ever issued a compliant notice. Therefore, it is liable to pay for the OCF-18 for an attendant care assessment.

***The applicant is entitled to interest.***

[22] Interest applies on the payment of any overdue benefits pursuant to s. 51 of the *Schedule*. The applicant is entitled to interest on all three OCF-18s.

**ORDER**

[23] For the above-noted reasons, I order as follows:

1. The applicant is entitled to all three OCF-18s in dispute, plus interest.

**Released:** February 11, 2026



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**Rebecca Hines**  
Adjudicator