Citation: Slijepcevic v. Security National Insurance Company, 2026 ONLAT 25-002160/AABS

Licence Appeal Tribunal File Number: 25-002160/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:

Nisveta Slijepcevic

Applicant

and

Security National Insurance Company

Respondent

DECISION

ADJUDICATOR: **Aric Bhargava**

APPEARANCES:

For the Applicant: Elena Fetesko, Paralegal

For the Respondent: Adel Pippo, Counsel

HEARD: **By way of written submissions**

OVERVIEW

[1] Nisveta Slijepcevic, the applicant, was involved in an automobile accident on September 30, 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, Security National Insurance Company, and applied to the Licence Appeal Tribunal — Automobile Accident Benefits Service (the "Tribunal") for resolution of the dispute.

[2] The applicant was the driver of a vehicle that was struck when a vehicle reversed into the front passenger side of her vehicle. The applicant was removed from the Minor Injury Guideline based on her psychological injuries; however, the respondent denied various medical and rehabilitation benefits on the basis that they are not reasonable and necessary. Accordingly, the Tribunal must determine whether the denied medical and rehabilitation benefits are reasonable and necessary.

ISSUES

[3] The issues in dispute are:

i. Is the applicant entitled to the treatments and assessments proposed by Prime Healthcare Inc., as follows:

   i. $3,344.51 for physiotherapy services, in a treatment plan/OCF-18 ("plan") dated November 10, 2023;

   ii. $1,976.16 for physiotherapy services, in a plan dated January 11, 2024;

   iii. $1,563.72 for physiotherapy services, in a plan dated February 14, 2024;

   iv. $2,098.64 for physiotherapy services, in a plan dated March 20, 2024;

   v. $2,098.64 for physiotherapy services, in a plan dated May 21, 2024;

   vi. $2,486.00 for a chronic pain assessment, in a plan dated March 20, 2024; and

   vii. $2,000.00 for a functional ability evaluation, in a plan dated January 17, 2024?

ii. Is the applicant entitled to interest on any overdue payment of benefits?

RESULT

[4] The applicant is partially entitled to the physiotherapy plan dated November 10, 2023, for $840.00 and $720.00, plus interest; the physiotherapy plan dated January 11, 2024, for $360.00 and $560.00, plus interest; the physiotherapy plan dated March 20, 2024, for $902.48, plus interest; the physiotherapy plan dated May 21, 2024 for $902.48, plus interest.

[5] The applicant is not entitled to the physiotherapy plan dated February 14, 2024 for $1,563.72.

[6] The applicant is not entitled to the functional ability assessment dated January 17, 2024, for $2,000.00.

[7] The applicant is entitled to $2,468.00 for a chronic pain assessment dated March 20, 2024, plus interest.

ANALYSIS

Is the applicant entitled to the physiotherapy plans?

[8] To receive payment for a treatment and assessment plan under section 15 and 16 of the *Schedule*, the applicant bears the burden of demonstrating on a balance of probabilities that the benefit is reasonable and necessary as a result of the accident. To do so, the applicant should identify the goals of treatment, how the goals would be met to a reasonable degree and that the overall costs of achieving them are reasonable.

[9] The applicant submits that she continues to suffer from pain in her lower back and neck and ongoing anxiety when driving that is supported by clinical notes and records ("CNRs") of Dr. Richa Sharma, family physician and the physiatry consultation dated July 11, 2025 prepared by Dr. Hamed Ghotbi, physiatrist. The applicant submits that her injuries are chronic and that each of the plans are reasonable and necessary to address her chronic pain. The applicant also relies on *Heifa v. Wawanesa Insurance*, 2021, CanLII 108364 (ON LAT) ("*Heifa*"), where the adjudicator determined that the insured was removed from the Minor Injury Guideline ("MIG") limit due to chronic pain and preferred the evidence of the applicant's assessors, including the CNRs of the family physician, over the respondent's insurer examinations.

[10] I find *Heifa* is distinguishable from this case because in *Heifa* the disputed issue was whether the applicant can be removed from the MIG due to chronic pain and the adjudicator relied on the evidence of the applicant's assessors over the respondent's insurer examinations. Here, the disputed issues are physiotherapy plans, a chronic pain assessment, and a functional ability assessment, and MIG determination is not in dispute. However, I acknowledge the applicant's point that the family doctor's CNRs should be considered with the chronic pain referral along side the insurer examination report, and I do so below.

The physiotherapy plan for $3,344.51 dated November 10, 2023 and the physiotherapy plan for $1,976.16 dated January 11, 2024 are partially reasonable and necessary in the amount of $840.00, $720.00, $360.00, and $560.00. The treatment plan for $1,563.72 dated February 14, 2024 is not reasonable and necessary

[11] I find the applicant is partially entitled to the physiotherapy plans dated November 10, 2023, January 11, 2024, and the physiotherapy plan dated February 14, 2024 is not reasonable and necessary.

[12] The plan dated November 10, 2023, for $3,344.51 submitted by Dr. Chad Hefford, chiropractor, includes 12 counts of active physiotherapy, 12 counts of passive physiotherapy, 12 counts of acupuncture, 12 counts of massage therapy, 4 counts of osteopath manual treatment, 4 counts of chiropractic treatment, and an initial treatment. In addition, the plan recommends hot/cold gel packs, analgesic cream, back support, cervical pillow, and TENS unit accessories. This plan is for a period of 6 weeks. In a letter dated November 16, 2023, the respondent denied the plan in full based on the medical information on file, and it arranged for an insurer examination with Dr. Maria Nesterenko, general practitioner.

[13] The plan dated January 11, 2024, for $1,976.16 submitted by Dr. Chad Hefford, chiropractor, includes 4 counts of massage therapy, 6 counts of passive physiotherapy, 8 counts of active physiotherapy, 4 counts of osteopath manual treatment, 6 counts of acupuncture, 6 counts of chiropractic treatment, and one follow up assessment over a period of 6 weeks. In a letter dated January 15, 2023, the respondent denied the plan in full based on the lack of medical information on file.

[14] The plan dated February 14, 2024, for $1,563.72 submitted by Dr. Chad Hefford, chiropractor, includes 10 counts of shockwave therapy for musculoskeletal/back and one count of claim form completion. The plan is for a period of 6 weeks. In a letter dated March 27, 2024, the respondent denied the treatment in full based on the insurer examination report of Dr. Nesterenko that notes the applicant suffered soft tissue sprain/strain type of injuries and reported a 20% improvement with respect to her pain complaints. Dr. Nesterenko also notes the plan is not reasonable and necessary and that the applicant is advised to continue with a self-directed and at-home exercise program for general maintenance and conditioning purposes.

[15] I find the applicant sought medical attention December 21, 2023, three months after the accident, when she visited her family doctor and reported back and neck pain. The applicant returned on January 18, 2024 and was prescribed a refill of muscle relaxant for her neck and back pain. On March 12, 2024, six months after the accident, her family doctor prescribed physiotherapy treatment for the first time. She returned to see her family doctor again with complaints of back and neck pain in September and November 2024, and again in February and June

2025. Over this period of time, she was prescribed physiotherapy treatment four times. I find the CNRs of the family doctor support the applicant's claim for physiotherapy in the plans dated November 10, 2023, January 11, 2024 because the contemporaneous medical evidence from her family doctor notes that she was prescribed physiotherapy and she continued to suffer from ongoing neck and back pain, however, the plan dated February 14, 2024 does not include physiotherapy treatment. I find Dr. Ghotbi also notes the applicant has "multifactorial mechanical low back pain" since the time of the accident and that, in my view, is demonstrative of ongoing accident-related pain.

[16] The respondent submits the applicant has not been diagnosed with chronic pain and relies on the CNRs of Dr. Sharma, and the insurer examination dated March 26, 2024, prepared by Dr. Maria Nesterenko, general practitioner, and the insurer examination report dated September 18, 2024, also prepared by Dr. Nesterenko. While the insurer examination report notes the physiotherapy plans are not reasonable and necessary because the applicant sustained soft-tissue injuries and further facility-based treatment is not warranted, I place more weight on the family doctor CNRs that document the applicant's ongoing back and neck pain as a result of the accident.

[17] In my view, while the insurer examination report concludes the treatment is not reasonable and necessary, Dr. Nesterenko's report corroborates that the applicant has ongoing neck and back pain. In my view, both Dr. Sharma and Dr. Nesterenko note the applicant has back and neck pain and a chronic pain diagnosis is not a requirement when demonstrating entitlement to a treatment plan. Further, I am not persuaded by Dr. Nesterenko's note that further facility-based treatment is not required because the applicant's primary care provider continued to recommend physiotherapy over 18 months after the accident.

[18] I find the disputed plans dated November 10, 2023, January 11, 2024 are contemporaneous with the applicant's first visit to her treating physician after the accident and continued for several months afterward and include recommended physiotherapy treatment for her accident-related back and neck pain. However, I find the only recommendation is for physiotherapy services and the February 14, 2024 treatment plan does not include physiotherapy therefore it is not reasonable and necessary. The applicant's submissions do not address the other modalities of treatment, and I find the applicant has not led evidence to persuade me that the other parts of the disputed treatment, including the acupuncture, massage therapy, osteopath manual treatment, chiropractic treatment, hot/cold gel packs, analgesic cream, back support, cervical pillow, TENS unit accessories, shockwave therapy, and follow up assessment are reasonable and necessary.

[19] I find the physiotherapy plans are partially reasonable and necessary and the applicant is partially entitled to the plans dated November 10, 2023, and January 11, 2024, for the physiotherapy portions in the amount of $840.00, $720.00, $360.00 and $560.00, plus interest. The applicant is not entitled to the February 14, 2024, plan for $1,563.72.

The physiotherapy plan for $2,098.64 dated March 20, 2024, and the physiotherapy plan for $2,098.64 dated May 21, 2024 are partially reasonable and necessary in the amount of $902.48 and $902.48.

[20] I find the applicant is partially entitled to the physiotherapy plan dated March 20, 2024, and partially entitled to the physiotherapy plan dated May 21, 2024.

[21] The plan dated March 20, 2024, for $2,098.64 submitted by Dr. Chad Hefford, chiropractor, includes 4 counts of massage therapy, 8 counts of active/passive physiotherapy, 8 counts of chiropractic treatment, 4 counts of osteopath manual treatment, 8 counts of acupuncture, one follow up assessment over a period of 8 weeks. The goals of the plan are pain reduction, increase in strength, increased range of motion, restore full spine flexibility, and return to activities or normal living. Progress will be evaluated using general pain index questionnaire, orthopaedic testing, and visual analogue pain scale. In a letter dated April 3, 2024, the respondent denied the plan in full based on a lack of medical information on file and the determination that her injuries are minor.

[22] The plan dated May 21, 2024, for $2,098.64 submitted by Dr. Chad Hefford, chiropractor, includes 4 counts of massage therapy, 8 counts of active/passive physiotherapy, 8 counts of chiropractic treatment, 4 counts of osteopath manual treatment, 8 counts of acupuncture, and one follow up assessment over a period of 8 weeks. In a letter dated September 23, 2024, the respondent denied the plan in full based on Dr. Nesterenko's insurer examination report and the determination that the plan is not reasonable and necessary because her injuries were minor in nature.

[23] The respondent submits the applicant was not diagnosed with chronic pain and relies on the insurer examination report prepared by. Dr. Nesterenko. I find Dr. Nesterenko's insurer examination report corroborates the applicant still exhibits some residual pain symptomology in the areas of her neck, upper back, middle back, lower back, right shoulders, hips, and right knee. I find that although the insurer examination report notes the applicant's pain should have resolved, the applicant still experiences pain in the neck and back as corroborated by her family doctor's CNRs.

[24] I find the applicant visited with her primary care provider on multiple dates from December 2023 to July 2025 with ongoing complaints of back and neck pain. I find on the visits of March 14, 2024, November 13, 2024, February 26, 2025, June 10, 2025, her family doctor recommended physiotherapy treatment for her accident-related back and neck pain. I find Dr. Sharma's CNRs corroborate the applicant's ongoing neck and back pain, however, the only recommendation is for physiotherapy services. The applicant's submissions do not address the other modalities of treatment, and I find the applicant has not led evidence to persuade me that the other parts of the disputed treatment, including the chiropractic treatment, massage therapy, osteopath manual treatment, acupuncture, and follow up assessment are reasonable and necessary.

[25] Accordingly, the physiotherapy plans are partially reasonable, and necessary and the applicant is partially entitled to the treatment for $902.48 plus interest in the plan dated March 20, 2024; and partially entitled to the treatment for $902.48 plus interest in the plan dated May 21, 2024.

The applicant is entitled to the chronic pain assessment for $2,468.00 dated March 20, 2024

[26] I find the applicant is entitled to the chronic pain assessment for $2,468.00 dated March 20, 2024.

[27] In determining whether an assessment is reasonable and necessary, it must be borne in mind that assessments, by their nature, are investigative. The purpose of an assessment is to determine whether a condition still exists. For an insured, they bear the onus to demonstrate that there are grounds on which to believe that a condition exists that would warrant further investigation by way of an assessment.

[28] The OCF-18 for the chronic pain assessment was prepared by Dr. Chad Hefford, chiropractor, and the goal is to evaluate the extent of the patient's chronic injuries and psychological complaints in order to recommend treatment. The cost was $2,000.00 for the assessment, $200.00 for form completion, plus tax for a total cost of $2,468.00. The respondent denied the treatment in a letter dated March 27, 2024, and again in a letter dated April 3, 2024, on the basis that the applicant's injuries are minor in nature and the assessment is not reasonable and necessary.

[29] The applicant submits that her injuries are severe and ongoing and relies on the CNRs of Dr. Sharma, the physiatry report of Dr. Hamed Ghotbi, physiatrist, and parts of the insurer examination report by Dr. Nesterenko. The applicant also relies on; *16-001934 v. Aviva Insurance Company of Canada*, 2017 CanLII 69464 (ON LAT), that the applicant need not prove she suffers from chronic pain, only that there is a probability she suffers from chronic pain to receive entitlement to the assessment. The applicant also relies on *17-003735 v. Certas Direct Insurance Company*, 2018 CanLII 39445 (ON LAT) ("*17-003735*"), where the applicant refers to paragraph [21] of *17-003735* that states "… the applicant only needs to prove on a balance of probabilities that it is reasonable and necessary that she explore the possibility that she suffers from a psychological impairment." It is important to note that I am not bound by other Tribunal decisions; however, I agree with the principle that applicant's onus is to prove on a balance of probabilities that the disputed assessment is reasonable and necessary.

[30] The respondent submits that the applicant was not diagnosed with chronic pain, she did not demonstrate that her pain is supported by the *American Medical Association Guides to the Evaluation of Permanent Impairment, 6th edition* ("*AMA Guides*") and that the chronic pain assessment does not fall within section 25(1)(a) of the *Schedule*. The respondent's submission states: "Under section

25(1)(a) of the *Schedule*, an insurer is only required to fund the cost of an assessment that is both reasonable and necessary to determine entitlement to a benefit. The onus lies with the Applicant to establish that the proposed assessment meets this test." The respondent's submissions reference to section 25(1)(a) of the *Schedule* is unclear because there is no section 25(1)(a) of the *Schedule* and I am not persuaded by this argument. Also, a chronic pain diagnosis supported by the *AMA Guides* is not a requirement when determining whether a treatment plan is reasonable and necessary and the applicant's medical evidence supports her claim of chronic pain, as discussed below. The respondent relies on the insurer examination report prepared by Dr. Nesterenko, Dr. Sharma's CNRs, and the physiatry consultation with Dr. Ghotbi, dated July 11, 2025.

[31] I find Dr. Sharma, Dr. Ghotbi and Dr. Nesterenko all note the applicant's complaints of ongoing back and neck pain repeatedly over the period of December 2023 to July 2025, including a referral to a chronic pain clinic in February 2025 by Dr. Sharma. While Dr. Ghotbi's in-person physical examination also notes and that the applicant maintained joint alignment, normal gait, walking within normal limits, full active lumbar range of motion, no effusion or inflammatory signs, it also notes the applicant had mild pain with flexion and extension. I find the medical evidence supports the applicant's entitlement for a chronic pain assessment because Dr. Ghotbi's physiatry consultation and Dr. Nesterenko's insurer examination report are corroborated by the primary care physician's CNRs that the applicant continues to suffer accident-related ongoing back and neck pain.

[32] The respondent also argues the chronic pain assessment is duplicative of the physiatry assessment prepared by Dr. Ghotbi and it is available through the Ontario Health Insurance Plan ("OHIP"). I disagree with the respondent because, as outlined in the OCF-18, the chronic pain assessment is, in part, investigative and it is to develop and propose a treatment plan for the applicant's ongoing back and neck pain.

[33] In my view, the consistent, contemporaneous reports in the family doctor's CNRs provide evidence of persistent symptoms that began after the accident. I therefore find on the totality of the evidence; the proposed chronic pain assessment serves a valid diagnostic purpose on a balance of probabilities for establishing entitlement.

[34] I find the applicant is entitled to the chronic pain assessment outlined in the plan dated March 20, 2024.

The applicant is not entitled to the functional ability evaluation for $2,000.00 dated January 17, 2024

[35] I find that the applicant has not demonstrated that a functional ability assessment is reasonable and necessary.

[36] The applicant submits the functional ability assessment is reasonable and necessary because her injuries have resulted in ongoing pain and challenges with sitting for long periods of time as required by her work. The applicant relies on the CNRs of Dr. Sharma and argues the respondent's insurer examination reports are inadequate because they are outdated and they do not consider Dr. Ghotbi's report, an MRI dated June 16, 2025, and the primary care physician's referral to a sports medicine specialist.

[37] The respondent submits the applicant has not met her onus to demonstrate entitlement to the functional ability assessment. The respondent relies on Dr. Nesterenko's insurer examination report that states the applicant has functional ranges of motion in her cervical and thoracolumbar spine, both shoulders, hips, and knees, and argues that Dr. Ghotbi's report is not supportive of her claim for a functional ability assessment.

[38] I find the CNRs of Dr. Sharma and the physiatrist report of Dr. Ghotbi are insufficient to support entitlement to the plan for a functional ability evaluation because the CNRs of Dr. Sharma and the report of Dr. Ghotbi do not detail functional challenges or limitations that warrant further investigation.

[39] I disagree with the applicant's submission that the insurer examinations dated March 26, 2024, April 3, 2024, and September 18, 2024 are out of date because these examinations reflect the applicant's health and accident-related injuries history to a relevant point in time. Also, I find the MRI dated June 16, 2025, does not include rehabilitation suggestions or make reference to functionality.

[40] Based on the evidence before me, I find on a balance of probabilities that the plan for a functional ability assessment is not reasonable and necessary, and the applicant is therefore not entitled to this assessment.

Interest

[41] Interest applies on the payment of any overdue benefits pursuant to section 51 of the *Schedule*.

[42] As I have found some of the benefits to be payable, it follows that the applicant is entitled to interest on these benefits.

ORDER

[43] For the reasons outline above, I find:

i. The applicant is partially entitled to the physiotherapy plans dated November 10, 2023, for $840.00 and $720.00, plus interest; the physiotherapy plan dated January 11, 2024 for $360.00 and $560.00, plus interest; the physiotherapy plan dated March 20, 2024, for $902.48, plus interest; the physiotherapy plan dated May 21, 2024, for $902.48, plus interest.

ii. The applicant is not entitled to the physiotherapy plan dated February 14, 2024, for $1,563.72.

iii. The applicant is not entitled to the functional ability assessment dated January 17, 2024, for $2,000.00.

iv. The applicant is entitled to $2,468.00 for a chronic pain assessment dated March 20, 2024, plus interest.

Released: July 15, 2026

Aric Bhargava
Adjudicator