Citation: Stewart v. Travelers Insurance Company of Canada, 2022 ONLAT 20-004601/AABS

Licence Appeal Tribunal File Number: 20-004601/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:

Rosemarie Stewart

Applicant

and

Travelers Insurance Company of Canada

Respondent

DECISION AND ORDER

ADJUDICATOR: **Stephanie Kepman**

APPEARANCES:

For the Applicant: Erin Neal, Counsel

For the Respondent: Jane Cvijan, Counsel

HEARD: **By way of written submissions**

REASONS FOR DECISION AND ORDER

BACKGROUND

[1] The applicant was involved in an automobile accident on March 5, 2018 and sought benefits pursuant to the *Statutory Accident Benefits Schedule - Effective September 1, 2010*[1]. The applicant was denied certain benefits by the respondent and submitted an application to the Licence Appeal Tribunal - Automobile Accident Benefits Service ("Tribunal").

ISSUES

[2] The following issues are before the Tribunal:

i. Is the applicant entitled to a medical benefit in the amount of $3,664.67 for chiropractic services recommended in a treatment plan submitted on March 28, 2018 and denied by the respondent on April 4, 2018?

ii. Is the applicant entitled to a medical benefit in the amount of $3,320.42 for chiropractic services recommended in a treatment plan submitted on September 5, 2018 and denied by the respondent on September 12, 2018?

iii. Is the applicant entitled to a medical benefit in the amount of $2,908.28 for chiropractic services recommended in a treatment plan submitted on February 13, 2019, and denied by the respondent on May 6, 2019?

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

v. Is the respondent liable to pay an award under Regulation 664 because it unreasonably withheld or delayed payments to the applicant?

LAW

[3] Sections 14 and 15 of the *Schedule* state that an insurer shall pay medical benefits to, or on behalf of an insured so long as said person sustains an impairment as a result of an accident and that the medical benefit in dispute is a reasonable and necessary expense incurred by the insured as a result of the accident.

[4] Section 38(8) of the *Schedule* states that the insurer shall give the insured person a notice that identifies the goods, services, assessments and

[1] O. Reg. 34/10

examinations that the insurer will pay for or if it does not agree to pay for these, the medical and all other reasons why it won't, within ten business days.

[5] Section 38(9) of the *Schedule* states that if the insurer believes that the Minor Injury Guideline applies to the insured person's impairment, the notice of section 38(8) must say such to the insured person.

[6] Section 38(11) of the *Schedule* states that if an insurer fails to give a notice in accordance with section 38(8) related to a treatment and assessment plan, the insurer is prohibited from taking the position that the insured person has an impairment where the Minor Injury Guideline applies. The insurer shall pay for all goods/services/assessment/examinations describe d in the plan related to the period, starting on the 11th business day after the day the insurer received the plan, and ending on the day the insurer provides a notice that complies with section 38(8). Section 38(13) of the *Schedule* states that within 10 business days after receiving an insurer's examination to address a treatment and assessment plan, the insurer shall give a copy of the report to the insured person and person who prepared the treatment and assessment plan.

[7] Section 38(14)(a) of the *Schedule* states that within ten business days after receive an insurer's examination report, the insurer shall provide the insured with notice indicating the goods and services of the OCF-18 that the insurer agrees to pay for the goods and services the insurer refuses to pay for and any other reasons for the insurer's decision.

[8] Section 51(2) of the *Schedule* states that interest is due on a benefit that is overdue if the insurer does not pay the benefit within the time stated by the *Schedule*.

FACTUAL BACKGROUND

[9] On November 30, 2018, the applicant was removed from the Minor Injury Guideline (the 'MIG') after being diagnosed with specific phobia and adjustment disorder with mixed anxiety and depressed mood[2].

[2] Based on the Insurer Psychological Examination of Dr. John Lee, psychologist, dated November 30, 2018.

ANALYSIS

$3,664.67 for chiropractic services & $3,320.42 for chiropractic services

[10] Since both treatment plans in dispute are for the same modality of medical services and have similar treatment goals, I will address the two treatment plans at once.

Section 38(8) of the Schedule

[11] The applicant submitted that the denials related to these two treatment plans do not comply with section 38(8) of the *Schedule*. The applicant submitted that the denial for the OCF-18 in the amount of $3,664.67, ("OCF-18 of March 2018") was denied via letter[3], which denied the OCF-18 on the basis of the MIG and because the OCF-18 was not reasonable and necessary.

[12] However, after the applicant sent in her written submissions[4], the respondent approved OCF-18 of March 2018 via letter[5]. The applicant submitted that she is entitled to interest on this issue and an award.

[13] The applicant submitted that the respondent denied the OCF-18 in the amount of $3,320.42,[6] ("OCF-18 of September 2018") stating that the respondent again determined that the MIG applied to the applicant's injuries. The letter clarified that the respondent stated it had not been provided with any compelling medical evidence of a pre-existing condition requiring removal from the MIG.

[14] The applicant submitted that the respondent has failed to provide the applicant with medical reasons to justify the denial of the OCF-18 of September 2018, similarly to the matter in *16-003316/AABS v. Peel Mutual Insurance Company*[7]*,* where the Tribunal found that the medical and any other reasons should include specific details about the insured's condition, forming the basis of the decision and/or identify any information the insurer requires of the insured.

[15] The applicant submitted that the denial of the OCF-18 of September 2018 does not comply with section 38(8) of the *Schedule,* as it does not address the applicant's specific medical condition and rely on the MIG. The applicant argued that this is not clear and sufficient. As such, the applicant submitted the

[3] Letter from the respondent to the applicant dated April 4, 2018.
[4] Of July 19, 2021.
[5] Letter from the respondent to the applicant dated July 29, 2021.
[6] Letter from the respondent to the applicant, dated September 12, 2018.
[7] 16-003316/AABS v. Peel Mutual Insurance Company, 2018 CanLII 39373 (ON LAT) at paras. 19-21.

respondent must pay for the OCF-18 of September 2018, whether or not it has been incurred.

[16] To this point, the applicant relied on *P.M. v Aviva General Insurance*[8], which the applicant submitted shows a respondent must pay for an OCF-18 even if it was not incurred, as failing to do so would be against the purpose of the *Schedule'*s consumer protection goals.

[17] The respondent disagreed that its notices were not in compliance with section 38(8) of the *Schedule* and instead argued that its denial were sufficient.

[18] The respondent argued that the OCF-18 of September 2018's denial was sufficient based on the unique circumstances before the respondent. To this effect, the respondent relied on the decision of *M.B. v. Aviva Insurance Canada*[9]*,* where the Tribunal found that the sufficiency of a denial for medical and other reasons depends on the unique facts of the circumstances and need only include details about the insured's condition which forms the basis of the insurer's decision or identify information the insurer needs.

[19] The respondent submitted that the disputed OCF-18 in the amount of $3,320.42 was denied after the applicant was removed from the MIG and denied[10] in part based on the Insurer's Examination ("IE") report[11] of Dr. Raymond Zabieliauskas, physiatrist, which found that the applicant had reached maximum medical recovery, and that the applicant did not have a physical impairment as a result of the accident. The respondent's letter scheduled a subsequent IE with Dr. Zabieliauskas.

[20] The respondent also relied on its letter[12], notifying that the respondent had received a subsequent IE report[13] from Dr. Zabieliauskas, where the doctor found that the applicant had reached maximum medical recovery, and therefore the OCF-18 of September 2018 was not reasonable and necessary.

[21] The applicant argued that the IE[14] of Dr. Zabieliauskas used to deny the applicant's OCF-18 of September 2018 did not address if the disputed OCF-18 of September 2018 was reasonable and necessary, but rather, was authored to

[8] *P.M. v Aviva General Insurance,* 2020 CanLII 80284 (ON LAT) at paras. 40 and 41.
[9] *M.B. v. Aviva Insurance Canada,* 2017 CanLII 87160 (ON LAT) at para. 26.
[10] Based on a letter from the respondent to the applicant, dated May 6, 2019.
[11] Insurer's Physiatry Examination authored by Dr. Zabieliauskas, dated October 10, 2018.
[12] Letter from the respondent to the applicant, dated July 22, 2019.
[13] Insurer's Physiatry Examination authored by Dr. Zabieliauskas, dated July 16, 2019.
[14] Insurer's Physiatry Examination authored by Dr. Zabieliauskas, dated October 10, 2018.

address a different OCF-18[15] and failed to review the applicant's family doctor's records, hospital records and records from Pro-Med Rehabilitation.

[22] The applicant argued she did not receive any further communications after the IE of October 10, 2018, regarding the disputed OCF-18s or a copy of the IE the respondent relied on. The applicant submitted that the respondent relied on its IE to deny the OCF-18 of September 2018, but this IE was not attached to the denial letter[16] relied on by the respondent and therefore, was an improper denial.

[23] The applicant argued that despite being removed from the MIG, the respondent denied the OCF-18 of September 2018 and failed to provide medical reasons as to why they are not reasonable and necessary.

[24] The applicant argued that in the alternative, should the Tribunal find the denial valid, the applicant submitted that the respondent's previous denial was invalid once the applicant was removed from the MIG. To this point, the applicant submitted that the respondent had an obligation to continue to adjust her file and ought to have provided the applicant with an updated notice to approve the disputed OCF-18 of September 2018 or provide medical reasons for the denials, as the applicant had been removed from the MIG.

[25] The applicant relied on the decision of *M.J. v Dufferin Mutual Insurance Company*[17], where the Tribunal found that an insurer has an obligation to reconsider an earlier benefit denial once it decides to remove her from the MIG and led to delays in the adjustment of the insured's file.

[26] After considering the submissions of the parties, based on a balance of probabilities, I find that the respondent did not properly deny the disputed OCF-18 in the amount of $3,320.42 for chiropractic services.

[27] As the OCF-18 $3,664.67 was subsequently approved by the respondent, I do not need to address it here.

[28] In terms of the OCF-18 in the amount of $3,320.42, I did note that the denial of the respondent did provide a medical explanation for the denial, I find that the details contained within the denial were insufficient given the circumstances.

[15] Dated July 11, 2018, in the amount of $1,364.30.
[16] Based on the letter from the respondent to the applicant, dated May 6, 2019.
[17] *M.J. v Dufferin Mutual Insurance Company,* 2020 CanLII 87976 (ON LAT) at para. 11.

[29] I agreed with the submissions of the applicant with respect to *16-003316/AABS v. Peel Mutual Insurance Company,* namely that specific details should be included in a denial.

[30] I also agreed with the respondent's submissions with regards to *M.B. v. Aviva Insurance Canada,* and that a sufficiency of a denial will depend on the unique facts of the circumstances and need only include details regarding the applicant's conditions which forms the basis of the decision or any information the respondent requires to make a determination.

[31] In terms of the respondent's submission regarding the IE of Dr. Zabieliauskas, I found the basis of this denial concerning, as it failed to address the specific disputed OCF-18 and instead relied on medical information that was not obtained or designed to address the applicant's specific request.

[32] I was also concerned about the fact that Dr. Zabieliauskas conducted a subsequent IE and still did not address the specific OCF-18 in dispute.

[33] I also found that the respondent failed to provide the applicant with a copy of the IE with its denial.

[34] I also agreed with the applicant's submission that if the respondent wished to deny the OCF-18 "in part" on the basis of the IE, it had an obligation to provide such to the applicant based on sections 38(13) and (14) of the *Schedule*. Though these sections do not explicitly state consequences for an insurer's failure to comply with this requirement, when read in conjunction with section 38(11) of the *Schedule*, it is clear that the consequence of this failure is the obligation for the respondent to be required to pay for the disputed treatment.

[35] Therefore, I find the respondent's failure to provide the IE within the time prescribed by the *Schedule* is equivalent to an insufficient denial.

[36] As the *Schedule* as a whole focuses on consumer protection, it would be unfair for a respondent to deny an OCF-18 on the basis of an IE without providing such to an applicant for their review; applicants are entitled to understand the reasons they are being denied benefits, and in this matter, the respondent failed to do so.

[37] In terms of the incursion of the OCF-18, I also agreed with the applicant's argument regarding *P.M. v Aviva General Insurance,* and that the respondent is required to pay for the OCF-18 despite not being incurred.

[38] With respect to this, section 38(11) of the *Schedule* requires the respondent to pay for the OCF-18 staring on the 11th business day after it received the plan with an estimated duration of 7 weeks or until approximately October 24, 2018.

[39] As the parties did not make direct submissions with respect to when the respondent cured the deficient notice, I must turn to binding Divisional Court Decision of *Aviva Insurance Company of Canada v. Danay Suarez*[18]. In this matter, the Divisional Court found[19] that insurers are required to pay for treatment that was not denied pursuant to section 38(8) of the Schedule, despite not being incurred. As this matter is binding on the Tribunal, the respondent must pay for the disputed OCF-18 despite not being incurred.

[40] For these reasons, the applicant is entitled to the disputed OCF-18.

$2,908.28 for chiropractic services

[41] The applicant submitted that the OCF-18 in the amount of $2,908.28 for chiropractic services was reasonable and necessary.

[42] The applicant relied on the IE[20] of Dr. Zabieliauskas, and the following medical reasons from the respondent's denial letter[21]:

> "In a report dated October 10, 2018, Dr. Raymond Zabieliauskas, Physiatrist indicated that your accident related injuries had resolved and there was no physical impairments attributable to the motor vehicle accident of March 5, 2018 at that time. As well, he indicated that you had received more than adequate course of medical and rehabilitation intervention for your uncomplicated soft tissue strain injuries. He also indicated that you had reached maximum medical recovery."

[43] The applicant argued that this letter excluded the doctor's conclusions that as a direct result of the accident, the applicant suffered a cervical strain, a whiplash associated disorder ("WAD-II"), a left shoulder and thoracolumbar strain, nor does the doctor dispute the fact that the applicant continues to have pain.

[44] Based on this, the applicant submitted that the respondent's denial failed to comply with section 38(8) of the *Schedule* as the denial does not address the

[18] *Aviva Insurance Company of Canada v. Danay Suarez,* 2021 ONSC 6200 (CanLII).
[19] *Ibid* at paras. 34 to 39.
[20] Insurer's Physiatry Examination authored by Dr. Zabieliauskas, dated October 10, 2018.
[21] Denial letter from the respondent to the applicant, dated May 6, 2019.

applicant's specific medical condition, as discussed in the previous section of this decision.

[45] The applicant also argued that the OCF-18 was denied on the basis of the above-mentioned IE report, despite the fact that said IE fails to address if the disputed OCF-18 is reasonable and necessary, similar to her arguments above.

[46] The applicant argued that for the respondent to rely on Dr. Zabieliauskas's IE as the basis of the denial is confusing and unclear.

[47] The applicant also submitted that similar to the previously discussed OCF-18, the respondent failed to include a copy of the IE it relied on to deny the OCF-18 with its denial, similar to the previously discussed OCF-18.

[48] The applicant argued that in accordance with *P.M. v Aviva General Insurance*[22], the respondent must pay for the OCF-18, whether or not it has been incurred, as discussed above.

[49] The applicant also relied on *M.J. v Dufferin Mutual Insurance Company*[23], as discussed above, and submitted that the respondent failed to continually adjust her claim.

[50] In terms of the OCF-18 being reasonable and necessary, the applicant relied on the decision of *Kyrylenko v. Aviva Insurance Canada*[24]*,* where the Divisional Court found that section 38(11) of the *Schedule* is a mandatory consequence of section 38(8) of the *Schedule*, and the insurer cannot take a MIG position and must pay for the OCF-18 within the timeframe of the Schedule and does not require a reasonable and necessary analysis.

[51] The respondent rejected the applicant's position and submitted that the disputed OCF-18 was denied in accordance with section 38(8) of the *Schedule*. The respondent submitted that the OCF-18 was denied "in part" based on Dr. Zabieliauskas' IE[25] which noted that the applicant had reached maximum medical recovery, as discussed above, and communicated this via letter[26] and scheduled a subsequent IE with the doctor to assess the applicant.

[22] *P.M. v Aviva General Insurance,* 2020 CanLII 80284 (ON LAT) at paras. 40 and 41.
[23] *M.J. v Dufferin Mutual Insurance Company,* 2020 CanLII 87976 (ON LAT) at para. 11.
[24] *Kyrylenko v. Aviva Insurance Canada,* 2021 ONSC 4929 (CanLII) at paras. 13 and 16.
[25] Insurer's Physiatry Examination authored by Dr. Zabieliauskas, dated October 10, 2018.
[26] Letter from the respondent to the applicant, dated May 6, 2019.

[52] The respondent argued that the report and continued denial was communicated to the applicant via letter[27]. The respondent submitted this denial was sufficient, and the applicant's argument that the IE was not delivered to her is irrelevant, as section 38(8) of the *Schedule* does not require this.

[53] Therefore, based on the Supreme Court of Canada's decision of *Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co.*[28], where the Court found that the governing principles of insurance policies' interpretation is: "where the language of the insurance policy is unambiguous, effect should be given to that clear language, reading the contract as a whole".

[54] After considering the submissions and evidence of the parties, based on a balance of probabilities, I find that the respondent is required to pay for the OCF-18 in the amount of $2,908.28 for chiropractic services because it did not comply with section 38(8) of the *Schedule.*

[55] I again, express concern with the facts that the respondent denied the disputed OCF-18 on the basis of a previous IE that did not address the disputed benefit, but also that the subsequent IE also failed to do so.

[56] I agreed with the applicant's submission that this made the denial confusing and unclear for an unsophisticated person to make an informed decision, as addressed in *16-003316/AABS v. Peel Mutual Insurance Company*[29]*.*

[57] As discussed above, I was also given pause that the respondent chose to deny an OCF-18 on the basis of an IE and failed to provide such to the applicant. I would have expected the respondent to do so to ensure that the applicant and her legal representative understand the complete basis of the denial.

[58] I did not agree with the respondent's argument regarding the delivery of the IE when considering sections 38(13) and (14) of the *Schedule;* As discussed above, the respondent is required to provide the applicant with a copy of the IE within 10 business days of its completion. I noted that there is a history of disorganization and poor communication between the parties in this application and therefore, rejected this position. Moreover, this position was not supported by caselaw or the *Schedule.*

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[27] Letter from the respondent to the applicant, dated July 22, 2019.
[28] *Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co.,* 2016 SCC 37, [2016] 2 S.C.R. 23 at para. 49.
[29] *16-003316/AABS v. Peel Mutual Insurance Company,* 2018 CanLII 39373 (ON LAT) at para. 19.

[59] I also agreed with the applicant's submission with respect to *P.M. v Aviva General Insurance* and agree that the OCF-18 in dispute does not have to be incurred.

[60] I also agreed with the applicant's submissions with respect to *Kyrylenko v. Aviva Insurance Canada*[30]*,* and that the respondent is required to pay for the OCF-18 and does not require a reasonable and necessary analysis.

[61] In regard to the respondent's reliance on the matter of *Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co.,* I found this decision to be irrelevant, as this decision relates to contractual and not statutory interpretation. I rely on the Supreme Court of Canada matter of *Rizzo & Rizzo Shoes Ltd. (Re)*[31]*,* which addressed the issue of statutory interpretation.

[62] Therefore, the disputed OCF-18 is payable on the basis of sections 38(8) and (11) of the *Schedule.*

Interest and Award

[63] As I have found that the applicant is entitled to the OCF-18s in the amounts of $3,320.42 and $2,908.28 for chiropractic services, the applicant is entitled to interest on such.

[64] However, after the applicant sent in her written submissions[32], the respondent approved the treatment plan in the amount of $3,664.67 via letter[33]. The applicant submitted that she is entitled to interest on this issue and an award.

[65] The applicant did not lead me to any specific legislation or caselaw that permitted the Tribunal to award interest on a disputed OCF-18 that was subsequently approved after an applicant made written submissions.

[66] The respondent denied that any interest way payable to the applicant, and that all reasonable and necessary OCF-18s were paid. The respondent did not make specific submissions with respect to this.

[67] After considering the evidence and submissions of the parties, based on a balance of probabilities, I find that the applicant is entitled to interest on the OCF-

[30] *Kyrylenko v. Aviva Insurance Canada,* 2021 ONSC 4929 (CanLII) at paras. 13 and 16.
[31] *Rizzo & Rizzo Shoes Ltd. (Re*), [1998] 1 S.C.R. 27.
[32] Of July 19, 2021.
[33] Letter from the respondent to the applicant dated July 29, 2021.

18 in the amount of $3,664.67 based on section 51(3) of the *Schedule*, from the date the benefit was overdue until it was paid.

[68] However, I also had to consider these circumstances with respect to the applicant's request for a special award.

[69] The applicant submitted that based on the decision of *17-006757 v Aviva Insurance Canada* [34] , the amount of a special award should be considered based on the principles of the *Insurance Act*, as established in *Persofky v. Liberty Mutual*[35] and that the award should be proportionate to the following factors:

i. The blameworthiness of the insurer's conduct;

ii. The vulnerability of the insured person;

iii. The harm or potential harm directed at the insured person;

iv. The need for deterrence;

v. The advantage wrongfully gained by the insurer from the misconduct; and

vi. Take into account any other penalties or sanctions that have been or likely will be imposed on the insurer due to its misconduct.

[70] With respect to these factors, the applicant submitted that the conduct of the respondent shows it unreasonably denied the OCF-18s in dispute, in that it failed to continually adjust the applicant's file by not reviewing incoming medical records that ought to have triggered review of its earlier decisions.

[71] The applicant also submitted that the respondent relied on Dr. Zabieliauskas's October 2018 IE without properly reviewing it and the applicant's own objective medical evidence. Based on these arguments, the applicant requested a special award in the amount of 50% of the overdue benefits.

[72] The respondent did not make any direct submissions with respect to a special award and focused its submissions on the credibility of the applicant and the disputed OCF-18s not being reasonable and necessary.

[73] After considering the submissions and evidence of the parties, based on a balance of probabilities, I find that the applicant is entitled to a special award.

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[34] *17-006757 v Aviva Insurance Canada*, 2018 CanLII 81949 (ON LAT) at paras. 44 and 45.
[35] Persofsky and Liberty Mutual, (FSCO Appeal P00-00041, January 31, 2003).

[74] I agreed with the applicant's submissions with respect to the respondent's conduct adjusting her file. As discussed above, I found there were several irregularities when the respondent responded and continued to assess the applicant's injuries with respect to the disputed OCF-18s.

[75] I also agreed with the applicant's submission that she ought to be entitled to an award as the respondent chose to approve the OCF-18 after the applicant made her written submissions.

[76] I also agreed that the respondent unreasonably withheld the applicant's benefits. I must now consider the above-mentioned factors of *17-006757 v Aviva Insurance Canada* [36]. With respect to these, I find that a special award in the amount of 25% is appropriate.

[77] First, off, I chose to include the 7th factor of delay when considering the amount to award, namely the delay from when the respondent received from the applicant's first OCF-18, submitted March 28, 2018, and was approved by the respondent on July 29, 2021, or 3 years, 4 months and 15 days later.

[78] This delay was not reasonable and was not explained by the respondent.

[79] The amount of 25% also accounts the for the fact that the respondent chose to deny the disputed OCF-18s and subsequently sent the applicant to an IE that did not address the disputed OCF-18s and a copy of the completed IE to the applicant. This also accounts for the fact that the respondent failed to provide the applicant with the necessary information she required to fully understand the decision the respondent made.

[80] I have also considered the amount of the disputed OCF-18s that were unreasonably withheld from the applicant, the delay in payments, and the applicant's age.

[81] Though I was not provided with direct evidence that the respondent consciously chose to withhold and delay the applicant's benefits, as discussed above, I found that the respondent failed to respond reasonably when denying the applicant's disputed benefits.

[82] Therefore, I find the applicant entitled to a special award in the amount of 25% for all 3 disputed benefits, together with the interest on all amounts owing to the

[36] *17-006757 v Aviva Insurance Canada*, 2018 CanLII 81949 (ON LAT) at paras. 44 and 45.

applicant (including unpaid interest) at a rate of 2% per month, compounded monthly.

CONCLUSION AND ORDER

[83] The applicant is entitled to the OCF-18 in the amount of $3,320.42 for chiropractic services.

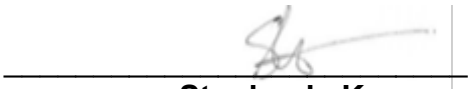
[84] The applicant is entitled to the OCF-18 in the amount of $2,908.28 for chiropractic services

[85] The applicant is entitled to interest on the OCF-18s in the amounts of $3,320.42 and $2,908.28.

[86] The applicant is entitled to a special award in the amount of 25% for the OCF-18s in the amount of $3,666.67, $3,320.42 and $2,908.28, together with the interest on all amounts owing to the applicant (including unpaid interest) at a rate of 2% per month, compounded monthly

[87] The applicant is entitled to interest on the OCF-18 in the amount of $3,664.67 from the date the benefit was overdue until it was paid.

Released: October 4, 2022



Stephanie Kepman
Adjudicator