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<p><b>THE ANNOTATED BRITISH COLUMBIA INSURANCE (VEHICLE) ACT</b> Gregory &amp; Gregory Release No. 1, February 2025</p>
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This looseleaf contains the full text of the *Insurance (Vehicle) Act* and Regulations, as amended, plus annotations of all important case law interpreting the legislation since 1975. An introductory chapter describes the history of the legislation and the policy surrounding its development and a complete Index and Table of Concordance to the former and present Regulations are also included.

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### What's New in this Update:

This release updates the case law and includes 10 new case digest annotations throughout the Act and Regulation.

### Highlights

- **Insurance (Vehicle) Act—Part 5—Provisions Relating to the Plan and Optional Insurance—S. 83—Liability Reduced**—The plaintiff was awarded \$48,500 for cost of future care following a trial of her personal injury action arising from a motor vehicle accident. \$6,500 was for a rehabilitation program, and \$42,000 was for Botox treatments. ICBC applied to deduct those amounts from her damages award under section 83 of the Insurance Vehicle Act, as they had committed to pay her those amounts under her Part 7 benefits on an “as-incurred” basis. ICBC filed an affidavit accepting that the items awarded qualified for Part 7 coverage, waived their power to require the plaintiff to undergo treatment, submit to medical examinations, or provide ongoing certification that she required those items. It also unequivocally and unconditionally agreed to pay the costs of those items. The plaintiff, who was self-represented, was distrustful of ICBC and sought further assurances of payment. The court allowed the deductions on the existing ICBC assurances, noting that it is presumed that ICBC will honor its commitments to pay, and that past denials or refusals to pay are not relevant to ICBC’s commitment to pay future benefits: *Krupinski v Randle*, 2024 BCSC 1784 (B.C. S.C.).
- **Insurance (Vehicle) Act—Part 6—Vehicle Actions—S. 98—Recovery for Loss of Income—Past and Future Income Loss**—The 48-year-old plaintiff worked as a taxi driver at the time of the subject accident in February of 2019. Prior to the accident he had a history of work in the electronics repair industry, but had struggled to find consistent work, and had been driving a cab since 2014. He had reduced his hours driving a cab to allow him to look for work in the electronic repair industry, but had not made much effort, and had not landed any consistent work. He suffered soft tissue injuries in the accident that left him with difficulty driving for long periods of time. Following the accident, he took some time off and returned to driving taxi in the summer of 2019. In March of 2020 he switched to driving for ride-share companies such as Uber and Lyft, and this was still essentially his only source of income at the time of trial. The court awarded him \$11,000 in past lost earning capacity, finding that he had lost money following the accident, but commencing in 2021 he began to earn more money than he did

pre-accident. The court also awarded him \$52,000 in lost future earning capacity on a capital asset basis, awarding him two years of his current income, averaged between the years 2021 and 2022: *Tootakhil v. Richmond Cabs Ltd.*, 2024 BCSC 1860 (B.C. S.C.).

- **Insurance (Vehicle) Act—Part 6—Vehicle Actions—S. 98—Recovery for Loss of Income—Past and Future Income Loss**—The 52-year-old plaintiff was working full time in the dairy department at a grocery store at the time of the subject accident in October of 2019. She had a history of working as a medical office assistant but left that position in 2002 stay at home with her children. Several years later she returned to the labor market working full time in a bakery in North Vancouver until May of 2019 when it closed. She then found a new job working full time at the grocery store and had only been working there three months at the time of the accident. She suffered chronic soft tissue injuries in the accident which made it more difficult to perform her workplace duties. She took three months off work following the accident, and did a graduated return to work, returning to full time work by March of 2020. At the time of the accident, she was still experiencing considerable discomfort at work and working three days a week on light duties. The court awarded her \$80,000 in past lost earning capacity, both for missed work and a finding that but for the accident she would have been promoted. She was also awarded \$300,000 in lost future earning capacity, representing the NPV of her loss to her retirement age of 70: *Voong v. Valenzuela*, 2024 BCSC 1819 (B.C. S.C.).