

Publisher's Note

An Update has Arrived in Your Library for:

Please circulate this notice to anyone in your office who may be interested in this publication. <i>Distribution List</i>
☐
☐
☐
☐

THE ANNOTATED INSURANCE ACT OF ONTARIO

John P. Weir

Release No. 8, September 2026

This comprehensive four-volume service provides the entire *Insurance Act* of Ontario, with amendments, exhaustive case annotations, Schedules and Regulations as well as a wide range of annotated Related Statutes and Regulations. Other features include cross-referencing to legislation in other provinces, expert and informative commentaries, and bibliographies for selected key sections.

Thomson Reuters®

Customer Support

1-416-609-3800 (Toronto & International)

1-800-387-5164 (Toll Free Canada & U.S.)

E-mail CustomerSupport.LegalTaxCanada@TR.com

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

HIGHLIGHTS

This release features the addition of recent Licence Appeal Tribunal decisions in Appendix C15.

The Tribunal addressed the adequacy of redactions in adjuster log notes, ordering the respondent to provide specific particularization for each redaction rather than blanket justifications. The applicant's subsequent request for an independent review of the redacted logs was denied, as the adjudicator found the respondent's conduct did not meet the high bar of "nefarious conduct" required to pierce privilege. Furthermore, the Tribunal refused to state a case for contempt to the Divisional Court under the *Statutory Powers Procedure Act*, ruling that production delays and failure to initially particularize redactions did not constitute a deliberate attempt to thwart Tribunal authority: *Amin v. CAA Insurance Company*, 2026 CarswellOnt 1195.

In this motion, the respondent sought to dismiss an application because the applicant failed to attend a properly scheduled Examination Under Oath (EUO). The Tribunal determined that while the respondent was within its rights to request the EUO and the applicant lacked a "reasonable explanation" for non-attendance, the *Statutory Accident Benefits Schedule* does not authorize the dismissal of an application as a penalty for this specific breach. The adjudicator ruled that the exclusive remedy for failing to comply with an EUO request is found in s. 33(6), which suspends the insurer's liability to pay benefits during the period of non-compliance: *Saunders v. TD General Insurance Company*, 2026 CarswellOnt 1525.

The Tribunal examined whether a physical failure occurring near a vehicle qualified as an "accident" under section 3(1) of the *Schedule*. The applicant had exited her vehicle, locked it, and taken three steps while holding onto the car for support before her knee buckled while stepping onto a curb. The adjudicator found this did not constitute an accident, ruling that the use or operation of the vehicle was not the direct cause of the injury. The vehicle was deemed the "setting" for the incident rather than the cause, as the applicant's walk to the sidewalk was a separate event from the motoring process: *Ganci v. Wawanese Mutual Insurance Company*, 2026 CarswellOnt 979.