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Indexed as:
M.D. (Re)

IN THE MATTER OF an appeal by M.D.
AICAC File No. AC-96-42

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[1996] M.A.I.C.A.C.D. No. 26

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Manitoba Automobile Injury Compensation Appeal Commission
J.F.R. Taylor, Q.C. (Chairperson), C.T. Birt, Q.C.,
and L. Goodspeed
Heard: November 21, 1996.
Decision: November 27, 1996.
(3 pp.)

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Issue:

Entitlement to travel expenses when care given beyond 100
kilometers from victim's residence.

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Relevant Sections:

Regulation 40/94, ss. 19 and 20(1).

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Appearances:

Manitoba Public Insurance Corporation ('M.P.I.C.')

represented by Keith Addison.

M.D., the appellant, appeared in person by telephone.

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MAIC NOTE: THIS DECISION HAS BEEN EDITED TO PROTECT THE
PERSONAL HEALTH INFORMATION OF INDIVIDUALS BY REMOVING
PERSONAL IDENTIFIERS AND OTHER IDENTIFYING INFORMATION.

REASONS FOR DECISION

[para1] The facts in this appeal are very straightforward.
M.D., who was injured in an automobile accident on the 20th of
January 1996, has been treated by Dr. Greg Stewart, a doctor
of chiropractic, whose office is in Winnipeg.

[para2] M.D. had been attending Dr. Stewart for treatments
over a period of some seven years. M.D. had originally lived
in Winnipeg but, even after moving to [text deleted],
Manitoba, she continued to attend at the office of Dr. Stewart
for her chiropractic treatments.

[para3] Since the accident in question, she has been receiving further treatments from Dr. Stewart - treatments which she, and Dr. Stewart himself, perceive to be what she calls 'special treatments' and what he describes as 'not conventional procedures', in the form of manipulative techniques which they both believe provide M.D. with relief from pain.

[para4] There are, of course, a number of qualified chiropractors within 100 kilometers of [text deleted], but M.D., understandably, is reluctant to change to another practitioner in light of what she sees as her successful history of treatments from Dr. Stewart.

[para5] Sections 19 and 20(1) of Regulation No. 40/94 read as follows:

"Travel and accommodation

19 Subject to sections 20 to 29 and Schedule B, the corporation shall pay travel or accommodation expenses incurred by a victim for the purpose of receiving care.

Expenses beyond 100 km from victim's residence

20(1) Where a victim incurs an expense for travel or accommodation for the purpose of receiving care at a distance of more than 100 km from the victim's residence when the care is available within 100 km of the victim's residence, the corporation shall pay only the expenses for travel or accommodation that would have been incurred by the victim if the care had been received within the 100 km."

[para6] M.P.I.C. chooses to interpret those Sections as meaning, in effect, that if your practitioner's office is within 100 kilometers of your residence, the Corporation will pay your entire travel expenses at the prescribed rate, but that if your practitioner's office is outside the 100 kilometer radius, you get nothing.

[para7] We do not agree. In our view, Subsection 20(1) clearly means that, if you elect to attend upon a practitioner who lives outside the 100 kilometer radius from your home, the Corporation will pay mileage for the first 100 kilometers, but no more.

[para8] We found M.D. to be frank and straightforward in her responses to any of our questions, and to those of counsel for M.P.I.C. If we understand her evidence correctly, she agrees that she had probably attained pre-accident physical status by about the 2nd of April, at which point she had attended upon Dr. Stewart fifteen times following the January 20th accident. [text deleted] is more than 100 kilometers from

Winnipeg, and M.D. is therefore entitled to be paid, for each such trip, 29.1 cents times 200 kilometers, or \$58.20. For fifteen visits to Dr. Stewart, her total travel expenses amount to \$873.00, and this is the amount owing to her now by M.P.I.C.

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