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Indexed as:
E.P. (Re)

IN THE MATTER OF an appeal by E.P.
AICAC File No.: AC-96-49

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[1997] M.A.I.C.A.C.D. No. 12

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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: April 2, 1997.
Decision: April 17, 1997.
(4 pp.)

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Issue(s):

Compensation for loss of University Athletic Scholarship
over a four year period.

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Relevant Sections:

Manitoba Public Insurance Corporation Act, S.M. 1993, c.
36 ('the Act'), s. 88.

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Appearances:

Manitoba Public Insurance Corporation ('MPIC')
represented by Joan McKelvey.
E.P., the appellant, appeared in person, accompanied by
his parents, Mr. and Mrs. M.P.

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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

THE FACTS:

[para1] The Appellant was a passenger in an automobile
that was involved in accident on June 15th, 1995 and suffered
severe injuries to his lower back. At the time of the
accident the Appellant was attending high school, worked
part-time at a service station and played [text deleted] as a
defenceman. The back injuries terminated any future hockey
career.

[para2] The Appellant had raised two issues on his Notice of Appeal namely:

1. Income Replacement Indemnity for loss of part-time income up to June 15th, 1996; and
2. compensation for loss of a University scholarship for a period of four years commencing September 1996.

[para3] The first issue under appeal was resolved in favour of the Appellant by MPIC prior to the hearing on April 2nd, 1997 and was therefore withdrawn by the Appellant.

[para4] The second ground of appeal was based on the fact that the Appellant was a skilled hockey player and believed he would have obtained a university scholarship to play hockey in the United States.

[para5] The Appellant's hockey coach described him as a highly regarded defenceman in the [text deleted]. Evidence was submitted that he was asked to participate in a number of training camps run by several of [text deleted] located in [text deleted]. We were advised that he had not received any invitations to play for any of the [text deleted] and they would only provide him with room and board and some pocket money should he have qualified to play for them.

[para6] The Appellant also filed letters he had received from the [text deleted] and the [text deleted] in support of his claim that he would have received a [text deleted] scholarship from one of these institutions. When one reads this correspondence it becomes clear that they are merely an expression of interest in having him apply to the respective colleges. They are not a firm commitment to the Appellant for a [text deleted] position and/or a scholarship.

[para7] The evidence given by the Appellant and his family at the hearing was that by law the [text deleted] colleges could not talk to anyone about any athletic scholarships or offer them any position on their teams until the individual was at least eighteen years old. The Appellant was [text deleted] at the time of the accident and had another year of high school to complete before he could make application to any of the [text deleted] universities.

[para8] The evidence of the Appellant was that at the time of or subsequent to the accident he did not have a position with a [text deleted] based college nor any offer of a scholarship. It was the Appellant's hope and, it appears, a well-founded hope - that after high school he would be able to attend a [text deleted] college and have his education paid for via a hockey scholarship. This was a hope for the future

and was dashed when he suffered his back injuries in the auto accident..

THE LAW:

[para9] To qualify for any compensation the Appellant's claim must fall within the four corners of the MPIC Act. Section 88 deals with students entitlement to a fixed indemnity due to an accident:

"88(1) A student is entitled to a fixed indemnity for the time that he or she is unable because of the accident to begin or to continue his or her current studies, and the entitlement ceases on the day that is scheduled, at the time of the accident, for the completion of the current studies."

[para10] At the time of the accident the Appellant was in high school and had not completed his grade 12 standing and at the time of the hearing he was attending [text deleted]. The accident did not prevent the Appellant from completing his high school education in the normal time or manner. We do not take issue with the fact that Appellant was an excellent hockey player at the time of the accident and he may well have qualified to for a hockey scholarship to attend University. Unfortunately, this was only something that might have happened in the future save for the intervention of the accident. The MPIC Act does not provide us with any bases to award compensation for loss of a possible future benefit of that kind and, under these circumstances, we cannot find a remedy for the Appellant.

DISPOSITION:

[para11] We therefore dismiss the appeal and confirm the Review Officer's decision dated July 31st, 1996.

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