

Automobile Injury Compensation Appeal Commission

**IN THE MATTER OF an appeal by [the Appellant]
AICAC File No.: AC-96-42**

PANEL: Mr. J. F. Reeh Taylor, Q.C. (Chairperson)
Mr. Charles T. Birt, Q.C.
Mrs. Lila Goodspeed

APPEARANCES: Manitoba Public Insurance Corporation ('M.P.I.C.')
represented by Mr. Keith Addison
[Text deleted], the Appellant, appeared in person by
telephone

HEARING DATE: November 21st, 1996

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

RELEVANT SECTIONS: Regulation 40/94, Sections 19 and 20(1)

AICAC NOTE: THIS DECISION HAS BEEN EDITED TO PROTECT THE APPELLANT'S PRIVACY AND TO KEEP PERSONAL INFORMATION CONFIDENTIAL. REFERENCES TO THE APPELLANT'S PERSONAL HEALTH INFORMATION AND OTHER PERSONAL IDENTIFYING INFORMATION HAVE BEEN REMOVED.

REASONS FOR DECISION

The facts in this appeal are very straightforward. [The Appellant], who was injured in an automobile accident on the 20th of January 1996, has been treated by [text deleted], a doctor of chiropractic, whose office is in [text deleted].

[The Appellant] had been attending [Appellant's chiropractor] for treatments over a period of some seven years. [The Appellant] had originally lived in [text deleted] but, even after

moving to [text deleted], Manitoba, she continued to attend at the office of [Appellant's chiropractor] for her chiropractic treatments.

Since the accident in question, she has been receiving further treatments from [Appellant's chiropractor] - treatments which she, and [Appellant's chiropractor] 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 [the Appellant] with relief from pain.

There are, of course, a number of qualified chiropractors within 100 kilometers of [text deleted], but [the Appellant], understandably, is reluctant to change to another practitioner in light of what she sees as her successful history of treatments from [Appellant's chiropractor].

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.”

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.

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.

We found [the Appellant] 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 [Appellant's chiropractor] fifteen times following the January 20th accident. [Text deleted] is more than 100 kilometers from [text deleted], and [the Appellant] is therefore entitled to be paid, for each such trip, 29.1 cents times 200 kilometers, or \$58.20. For fifteen visits to [Appellant's chiropractor], her total travel expenses amount to \$873.00, and this is the amount owing to her now by M.P.I.C.

Dated at Winnipeg this 27th day of November 1996.

J. F. REEH TAYLOR, Q.C.

CHARLES T. BIRT, Q.C.

LILA GOODSPEED