

# **Automobile Injury Compensation Appeal Commission**

**IN THE MATTER OF an appeal by [the Appellant]  
AICAC File No.: AC-96-49**

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

**APPEARANCES:** Manitoba Public Insurance Corporation ('MPIC') represented  
by Ms Joan McKelvey  
[Text deleted], the Appellant, appeared in person, accompanied  
by his parents, [text deleted]

**HEARING DATE:** April 2nd, 1997

**ISSUE(S):** Compensation for loss of University Athletic Scholarship over a  
four year period.

**RELEVANT SECTIONS:** Section 88 of the MPIC Act ('the Act')

**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:**

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 [text deleted] and played AAA Midget Hockey as a [text deleted]. The back injuries terminated any future hockey career.

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.

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under appeal was resolved in favour of the Appellant by MPIC prior to the hearing on April 2nd, 1997 and was therefore withdrawn by the Appellant.

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.

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

The Appellant also filed letters he had received from the [text deleted] University - [text deleted] and the University [text deleted] in support of his claim that he would have received a hockey 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 hockey position and/or a scholarship.

The evidence given by the Appellant and his family at the hearing was that by law the U.S. 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 U.S. universities.

The evidence of the Appellant was that at the time of or subsequent to the accident he did not have a position with a U.S. 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 U.S. 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:**

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."

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:**

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

Dated at Winnipeg this 17th day of April 1997.

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**J. F. REEH TAYLOR, Q.C.**

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**CHARLES T. BIRT, Q.C.**

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**LILA GOODSPEED**