IN THE MATTER of the *Insurance Act,* R.S.O. 1990, c.I.8, s. 268 (as amended) and Regulation 283/95 (as amended);

AND IN THE MATTER of the *Arbitration Act,1991,* S.O. 1991, c.17, (as amended);

AND IN THE MATTER OF AN ARBITRATION

B E T W E E N:

MOTOR VEHICLE ACCIDENT CLAIMS FUND

Applicant

- and –

PEMBRIDGE INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY

Respondents

AWARD

Counsel:

Drew Higginbotham (not appearing on the consent of all parties)
Counsel for the MOTOR VEHICLE ACCIDENT CLAIMS FUND

Heather Kawaguchi
Counsel for the respondent, PEMBRIDGE INSURANCE COMPANY ("Pembridge")

Shantel Perry
Counsel for the respondent, SECURITY NATIONAL INSURANCE COMPANY ("Security")

ISSUES:

This matter has an abbreviated history as the parties have proceeded expeditiously to a hearing before me.

The hearing was conducted through an exchange of written material. The only exhibits to the hearing consist of a long form arbitration agreement, signed in counterpart, and an agreed statement of facts dated November 4, 2022 to which are appended 10 tabs or exhibits. This

document, without exhibits, is appended to these reasons for convenience. Personal information has been deleted.

By agreement amongst the parties, the Fund cannot be the highest priority entity to respond to this claim. Consequently, the Fund Is not participating in this hearing. The parties have agreed to a hearing in writing after delivering written material. The parties came to an Agreed Statement of Fact. The parties agreed that for purposes of this hearing, Pembridge is in the role of applicant and has the onus or burden of proof. Security is in the role of respondent.

This priority dispute arises from a motor vehicle and bicycle accident which took place on August 12, 2016. The claimant, Naomi S-L, was a bicyclist struck by a motor vehicle owned and operated by Ebenezer A. It is agreed amongst the parties that the claimant was not covered by any policy of automobile insurance. It is agreed has between the parties to this arbitration that Ebenezer's vehicle was uninsured [reference paragraph 3 of the agreed statement of facts]. I will have more to say about this agreed fact later in these reasons.

The claimant submitted her application for statutory accident benefits to the Fund and they have adjusted the claim to date. The Fund commenced this priority dispute against Pembridge on the basis that the Pembridge policy was not properly cancelled. Pembridge added Security to the priority dispute on the basis that Security did not properly cancel its policy of automobile insurance issued to Ebenezer.

The issues to be decided by me are:

1. Did Pembridge properly cancel its policy of insurance?
2. Did Security properly cancel its policy of insurance?
3. If neither Pembridge nor Security properly cancelled their policies of insurance, are they of equal priority?

Chronologically, Security issued a policy to Ebenezer commencing June 21, 2013 for a period of one year ending June 21, 2014. On May 5, 2014, Security purports to have sent a registered letter to Ebenezer terminating the policy for non-payment of premiums effective 12:01 a.m. on June 7, 2014. The letter indicates that due to this cancellation, Ebenezer is required to pay an outstanding balance of $64.58.

This letter was accompanied by a document entitled "Certificate of Automobile Insurance (Ontario)" though the field titled "type of transaction" indicates "CANCELLATION". It references the subject policy, described above, but indicates an effective date of June 7, 2014. This document references a total policy premium of $2,564.00, an additional premium or refund of "$98.00CR", a minimum nonrefundable premium of $50.00 and total policy cost of $98.00.

Apparently, Ebenezer applied to Pembridge and obtained a policy of automobile insurance commencing May 28, 2014 with an expiry date of May 28, 2015. Apart from the Application for Insurance (OAF 1), there is no further or other evidence to explain how this policy came to be, the motivations of Ebenezer, his understanding, expectations, etc.

On or effective June 7, 2014, Security sent a collection of documents to Ebenezer. The cover page references your automobile insurance policy and, in the first paragraph, states: "Please find enclosed a confirmation of cancellation of the above-mentioned insurance policy." The second page is titled Invoice - Automobile Cancellation. It indicates an effective date of June 7, 2014, an expiry date of June 21, 2014, and, under the column entitled description, a date of June 19 2014 with additional information, under the column entitled Details, consisting of cancellation, automobile insurance and credit note. There is reference to pre-authorized debits and an amount owing from Security to Ebenezer in the amount of $73.00 which will be deposited to Ebenezer's account shortly.

On June 19, 2014, Security purports to have sent a registered letter to Ebenezer. The letter contains 2 paragraphs which read as follow:

> *You have recently received insurance renewal documents from us. However, our records indicate that your current insurance policy, which was to be in force until renewal, has been cancelled due to non-payment.*
>
> *Please disregard your insurance renewal documents since your renewal has also been cancelled. If you wish to discuss this matter, please do not hesitate to call us at the number indicated above.*

Once again, this letter was accompanied by a document entitled "Certificate of Automobile Insurance (Ontario)" though the field titled "type of transaction" indicates "CANCELLATION". It references the subject policy, described above, with a policy period running from June 21, 2014, until June 21, 2015 but indicates an effective date of June 21, 2014. This document references a total policy premium of $2,435.00, an additional premium or refund of "$2,435.00CR", minimum non-refundable premium of $50.00 and a total policy cost of $2,435.00CR.

There is a further document issued by Security, entitled Invoice - Automobile Cancellation. This document references the effective date of June 21, 2014, and the expiry date of June 21, 2015 [being the renewal dates for the policy]. In a column entitled Description, there is a date of June 19, 2014, and in a column entitled Details, there is reference to Cancellation, Automobile Insurance, Credit note.

As indicated, above, Ebenezer applied to Pembridge and obtained a policy of automobile insurance commencing May 28, 2014, with an expiry date of May 28, 2015. Pembridge purported to cancel this policy for non-payment of premiums by a letter with the date being unclear but with an effective date of October 20, 2014. Pembridge sent the letter by registered mail on September 18, 2014.

Termination of a policy of automobile insurance is not easily accomplished. The *Insurance Act* provides as follows:

> *Notice of Termination*
>
> *235 An insurer may, by registered mail, personal delivery, prepaid courier or electronic means, give to an insured a notice of termination of a contract in accordance with the statutory conditions referred to in subsection 234 (1).*
>
> *Statutory Conditions*
>
> *234 (1) The conditions prescribed by the regulations made under paragraph 15.1 of subsection 121 (1) are statutory conditions and shall be deemed to be part of every contract to which they apply and shall be printed in English or French in every policy to which they apply with the heading "Statutory Conditions" or "Conditions légales", as may be appropriate.*

Variation

(2) No variation or omission of or addition to a statutory condition is binding on the insured.

Exceptions

(3) Except as otherwise provided in the contract, the statutory conditions referred to in subsection (1) do not apply to the insurance required by section 265 or 268.

Definition

(4) In subsection (1),

"policy" does not include an interim receipt or binder.

Section 234 (1) of the *Insurance Act* directs me to the regulations, being O. Reg. 777/93: STATUTORY CONDITIONS - AUTOMOBILE INSURANCE under the *Insurance Act,* R.S.O. 1990, c. I.8. Section 11 of this regulation is quite detailed and is reproduced in full, below.

Termination

11. (1) Subject to section 12 of the Compulsory Automobile Insurance Act and sections 237 and 238 of the Insurance Act, the insurer may give to the insured a notice of termination of the contract by,

(a) registered mail;

(b) personal delivery;

(c) prepaid courier if there is a record by the person who has delivered it that the notice has been sent; or

(d) electronic means if the insured consents to delivery by electronic means.

(1.1) If the insurer gives a notice of termination under subcondition (1) for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with subcondition (1.7), the notice of termination shall terminate the contract no earlier than,

(a) the 15th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or

(b) the fifth day after the insurer gives the notice, if the insurer gives the notice by personal delivery, prepaid courier or electronic means.

(1.2) Subject to subcondition (1.7), if the insurer gives a notice of termination under subcondition (1) for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract, the notice of termination shall comply with subcondition (1.3) and shall specify a day for the termination of the contract that is no earlier than,

(a) the 30th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or

(b) the 10th day after the insurer gives the notice, if the insurer gives the notice by personal delivery, prepaid courier or electronic means.

(1.3) A notice of termination mentioned in subcondition (1.2) shall,

(a) state the amount due under the contract as at the date of the notice; and

(b) state that the contract will terminate at 12:01 a.m. of the day specified for termination unless the full amount mentioned in clause (a), together with an administration fee not exceeding the amount approved under Part XV of the Act, payable in cash or by money order or certified cheque payable to the order of the insurer or as the notice otherwise directs, is delivered to the address in Ontario that the notice specifies, not later than 12:00 noon on the business day before the day specified for termination.

(1.4) For the purposes of clause (a) of subcondition (1.3), if the insured and the insurer have previously agreed, in accordance with the regulations, that the insured is permitted to pay the premium under the contract in instalments, the amount due under the contract as at the date of the notice shall not exceed the amount of the instalments due but unpaid as at the date of the notice.

(1.5) If the full amount payable under clause (b) of subcondition (1.3) is not paid by the time and in the manner that the notice specifies, the contract shall be deemed to be terminated, without any further action being required on the part of the insurer, as of 12:01 a.m. of the day specified for termination.

(1.6) If the full amount payable under clause (b) of subcondition (1.3) is paid by the time and in the manner that the notice specifies, the contract shall not terminate on the day specified for termination and the notice shall have no further force or effect.

(1.7) If, on two previous occasions in respect of the contract, the insurer has given a notice of termination mentioned in subcondition (1.2) and the full amount payable under clause (b) of subcondition (1.3) has been paid by the time and in the manner that the notice specifies and if a non-payment again occurs of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract, the insurer may, by registered mail, personal delivery, prepaid courier if there is a record by the person who has delivered it that the notice has been sent, or electronic means if the insured consents to delivery by electronic means, give to the insured a notice of termination of the contract and subcondition (1.1) applies to the notice, instead of subcondition (1.2).

(2) This contract may be terminated by the insured at any time on request.

(3) Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified;

(b) if the termination is for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with subcondition (1.7), the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to the amount, in which case, the refund shall be made as soon as practicable; and

(c) if the termination is for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract and if subcondition (1.7) does not apply to the termination, the refund shall be made as soon as practicable after the effective date of the termination.

(4) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(5) For the purpose of clause (a) of subconditions (1.1) and (1.2), the day on which the insurer gives the notice by registered mail shall be deemed to be the day after the day of mailing.

(5.1) For the purpose of clause (b) of subconditions (1.1) and (1.2),

(a) the day on which the insurer gives the notice by prepaid courier shall be deemed to be the day after the day there is a record by the person who delivered it that the notice has been sent; and

(b) the day on which the insurer gives the notice by electronic means shall be deemed to be the day after the day the notice is sent.

(6) All references in this condition to times of day shall be interpreted to mean the time of day in the local time of the place of residence of the insured.

If an insurer gives notice of termination under condition 11 (1) for the reason of non-payment of premiums, the notice of termination must comply with condition 11 (1.3) and specify a day for the termination of the contract that is no earlier than the 30th day after the insurer gives notice, if notice is given by registered mail, or the 10th day after the insurer gives notice, if the insurer gives notice by way of personal delivery. Condition 11 (1.3) provides that a notice of termination shall:

(a) state the amount due under the contract as at the date of the notice; and

(b) state that the contract will terminate at 12:01 a.m. of the day specified for termination unless the full amount mentioned in clause (a), together with an administration fee not exceeding the amount approved under Part XV of the Act, payable in cash or by money order or certified cheque payable to the order of the insurer or as the notice otherwise directs, is delivered to the address in Ontario that the notice specifies, not later than 12:00 noon on the business day before the day specified for termination.

Pembridge concedes that its cancellation letter did not conform with the provisions of statutory condition 11 (1.3). The letter stipulates payment "in the form of guaranteed funds". This is not in compliance with the provision which stipulates that payment is to be made "in cash or by money order or certified cheque". Moreover, the letter failed to advise Ebenezer of the Ontario address where payment was to be delivered. These errors or omissions are sufficient for me to find that the policy of insurance issued by Pembridge was not terminated in accordance with the applicable sections of the statutory conditions.

Security takes the position that its policy was properly and lawfully cancelled. A letter was sent to Ebenezer dated May 5, 2014. The letter indicates it was sent "registered" but there is no

evidence before me to prove that it was sent by registered mail or when it was delivered to the post office for purposes of sending it by registered mail. There is no registration receipt issued by Canada Post.

Security has tendered what are described as "underwriting documents" attached to the factum delivered on behalf of Security. I am unaware of any agreement between the parties to allow for this evidence to be accepted by me without further proof. By rights, I should ignore it. However, I will review the documentation and consider it so that these reasons are complete.

The first note is dated April 25, 2014. There are short forms and abbreviations used. There is no evidence as to how I should go about interpreting the notes. There is reference to a payment stopped / recalled in the amount of $137.58. There is a note dated May 5, 2014. It references cancellation pro rata with an effective date of June 7, 2014. There is a note dated May 5, 2014. As best as I can understand the note, a registered letter would be sent on May 6, 2014, and the policy would be cancelled on June 7, 2014 without an offer of reinstatement. If Ebenezer wanted a new policy, payment would be required in the amount of $64.58. There is a note dated May 5, 2014 which may have something to do with generating the letter sent by Security. There is a note dated May 12, 2014. As best as I can determine, it references "returned R/L, no such address'" which I take to mean that the registered letter was returned. There is a note dated May 12, 2014 which indicates that the customer [Ebenezer] received the registered letter and is aware of the policy cancellation. Ebenezer was advised that his policy will be cancelled effective June 7, 2014 but the policy could be reinstated if he made a payment of $64.58 by certified check, money order, credit card, or online payment. It would appear this communication occurred shortly after 8:00 p.m.

As a significant aside, it is very difficult for me to reconcile the note of May 12, 2014 which seems to suggest that the registered letter was not delivered and the subsequent node of May 12, 2014 which purports to reference ebenezer's acknowledgement that he received the letter.

The next note is made on May 20, 2014, at approximately 12:41 p.m. Apparently, Ebenezer was advised of the exact payment amount due from him and advised on the 4–6-week processing for written applications. There are no further notes produced.

If I accept these notes as an accurate reflection of what transpired, particularly in relation to telephone communications between Security and Ebenezer, it matters not. Nowhere in the applicable statutory conditions is notice of termination by telephone allowed or authorized.

Security acknowledges, in its factum, that the cancellation letter dated May 5, 2014 does not comply with the statutory condition stipulated in section 11 (1.3) (b). However, Security asserts that there was a mutual intention on the part of Ebenezer and Security to "discontinue the policy". There is no evidence whatsoever of Ebenezer's intentions. The notion of discontinuing a policy is not specified in the *Insurance Act* or in the statutory conditions applicable to termination or cancellation of a policy of automobile insurance. This concept is foreign to the cancellation or termination of a policy of automobile insurance and Security has offered no authority to support this notion.

One of the documents appended to the agreed statement of facts is a letter dated June 19, 2014, from Security to Ebenezer. It is described as sent "registered". There is no evidence tendered from Canada Post to indicate when the letter was provided to Canada Post for delivery or whether the letter was in fact delivered. It references the same policy number for the policy that was purported to have been cancelled effective June 7, 2014. The letter states, in part:

> *You have recently received insurance renewal documents from us. However, our records indicate that your current insurance policy, which was to be in force until renewal, has been cancelled due to non-payment.*
>
> *Please disregard your insurance renewal documents since your renewal has also been cancelled. If you wish to discuss this matter, please do not hesitate to call us at the number indicated above.*

Since the subject policy was not cancelled in compliance with the statutory conditions, described above, it remained in force for purposes of accident benefit coverage. Consequently, the reasons for "disregarding" the renewal are not applicable. Arguably, the renewal was effective. Security asks its insured to "disregard" the renewal. This is not an option open to the insurer under the statutory conditions applicable to terminating a policy.

Security references a letter sent to Ebenezer dated June 25, 2014. The letter does not indicate it was sent by registered mail nor is there any accompanying evidence that it was sent by registered mail or otherwise. It references previous correspondence from Security to the effect of the policy was cancelled. As I have already indicated, the correspondence is deficient in its attempts to terminate the policy of automobile insurance due to non-payment of premiums. This is acknowledged and admitted by Security.

Security argues that it took adequate steps to advise Ebenezer that the policy remained cancelled. This is at odds with their admission that the cancellation of the policy did not comply with the statutory conditions [reference paragraph 29 of the factum delivered on behalf of Security]. Security argues that there was no intention on its part to renew the policy of automobile insurance. There is no evidence from Security in relation to its intentions. The correspondence is confusing. As I have already noted, the notion of writing to an insured and asking the insured to "disregard" notice of a renewal is a unique concept which has no reference in or support from the *Insurance Act* or the applicable regulation. It is true that Security did not receive any form of payment for the renewal. This does not eliminate the quagmire which arises from the letters sent by Security to Ebenezer and the errors, omissions, and confusion contained within and occasioned by those letters.

Security argues that non-renewal of a policy is governed by section 236 of the *Insurance Act*. The relevant provisions are set out, below.

> *Notice of expiry or variation*
>
> *236 (1) If an insurer does not intend to renew a contract or if an insurer proposes to renew a contract on varied terms, the insurer shall,*
>
> > *(a) give the named insured not less than thirty days notice in writing of the insurer's intention or proposal; or*
> >
> > *(b) give the broker, if any, through whom the contract was placed forty-five days notice in writing of the insurer's intention or proposal. R.S.O. 1990, c. I.8, s. 236 (1).*
>
> *Idem*

(2) Subject to subsection (4), a broker to whom an insurer has given notice under clause (1) (b) shall give the named insured under the contract not less than thirty days notice in writing of the insurer's intention or proposal.

Reasons

(3) Notices given under subsections (1) and (2) shall set out the reasons for the insurer's intention or proposal.

Exception

(4) Where, before a broker is required to have given notice to a named insured under subsection (2), the broker places with another insurer a replacement contract containing substantially similar terms as the expiring contract, the broker is exempted from giving notice under subsection (2).

Effect of failure to comply

(5) A contract of insurance is in force until there is compliance with subsections (1), (2) and (3).

There is no evidence before me that Security gave Ebenezer not less than 30 days' notice in writing of its intention not to renew the policy of automobile insurance. The policy was set to renew on June 21, 2014. Notice from Security to Ebenezer would need to be given on or before May 22, 2014 at minimum. No such documents have been tendered as evidence before me.

Security relies on a decision of the Court of Appeal for Ontario in Ontario (Minister of Finance) v. Traders General Insurance, 2018 ONCA 565. This case has no application to the facts or issues before me. It involves a spouse applying for automobile insurance, without a written application, in relation to an automobile owned by her husband. The spouse was the named insured under the policy. The insurer purported to terminate the policy for non-payment of premiums by sending notice of termination to the spouse. The husband, as owner, was named as a defendant in a bodily injury action and judgment was granted against him. Eventually, the judgment was assigned in favor of the Fund and the Fund sued the insurer in restitution based on unjust enrichment, claiming that the insurer had not effectively terminated the policy and should have responded to the bodily injury claim. The action was allowed, and the appeal was dismissed. The Court of Appeal found that the trial judge did not err in finding that the notice of termination was ineffective because it was not sent to the actual owner of the vehicle. I do not understand how this decision has any bearing to the issues before me.

Security relies on a decision of Justice Cavanagh of the Ontario Superior Court of Justice in Ontario (Minister of Finance) v. AXA Insurance (Canada), 2017 ONSC 3414. This is an appeal from a decision of Arbitrator Densem. The court held that section 236 (5) of the *Insurance Act* clearly displaces the common law principles applicable to renewal of lapsed contracts. The policy continued in force until the insurer discharged its statutory notice obligations.

Security directed me to paragraph 31 of the decision which speaks to common law principles applicable to renewal of policies which would require offer, acceptance and mutual intention of the parties to renew the contract of insurance for an additional term. However, the court clearly states in the final sentence of that paragraph that section 236 (5) shows a clear intention by the legislature to displace the common law principles that would otherwise apply.

In the following paragraph the court explicitly states that a contract of insurance is in force until there is compliance with sections 236 (1), (2) and (3). Section 236 (5) clearly displaces the common law principles applicable to renewals of lapsed contracts. This interpretation is consistent with the scheme and purpose of the *Insurance Act* and related legislation and is also consistent with the objectives of a compulsory insurance regime. This provision does not preclude an insurer from taking permissible steps to terminate an insurance contract in accordance with statutory provisions. Policies will continue until the insurance company discharges the statutory notice obligations. The risk of non-compliance with the notice obligation falls expressly on the insurance company, which bears the risk if it makes a mistake in the notice process.

I adopt the statements of law by Pembridge in paragraphs 18 and 19 of its factum and the authorities referenced and cited in support of these statements of law. The statutory conditions must be construed strictly. Automobile insurers are bound by the statutory scheme contained in the *Insurance Act*, the *Compulsory Insurance Act,* and O. Reg. 777/93. Rights and obligations of insurers and insureds, as well as those of injured third parties, are governed by those statutory provisions. In order to properly terminate a policy of automobile insurance, the essential elements required by statutory condition 11 must be complied with. Central elements to be included have been defined as:

1. the amount due, together with any administration fee being sought
2. the date of which the termination is to take place
3. that the insured has a right to avoid termination by paying the amount outstanding and the specified administration fee by noon on the day before the date on which the termination is to take place
4. providing a payment delivery address
5. specifying the options for payment which includes cash

Security did not comply with the statutory conditions. It's letter of May 5, 2014, attached to these reasons for convenience, with personal information deleted, being Exhibit D to the agreed statement of facts, is deficient and non-compliant as follows:

1. while it stipulated termination of the policy on a date and time, it failed to state that this was unless the full amount due plus an administration fee was paid.
2. it failed to state that the outstanding balance could be paid by cash [only mentioning payment by certified check or money order]
3. it failed to state the address in Ontario to which payment of the premium should be made
4. it failed to state that the payment could be made not later than 12 noon on the business date before the date specified for termination

For all all of these reasons, over and above reasons previously expressed, the Security policy of automobile insurance issued to Ebenezer purported to have been cancelled effective 12:01 a.m. on June 7, 2014, was not cancelled in accordance with these statutory conditions. The same can be said in relation to the renewal of the policy of automobile insurance from June 21, 2014 through June 21, 2015.

As acknowledged by Pembridge and as referenced in these reasons, their policy of automobile insurance was similarly ineffectively terminated by reason of a failure to comply with these statutory conditions.

The net result is that there are two policies which would make accident benefit coverage available to the claimant through policies issued by Security and Pembridge to Ebenezer. Both policies are equal in priority. While the facta delivered by the parties may seem to suggest that there is a dispute in this regard, I do not believe this is actually the case. I am urged to

determine priority. I have found that there were effectively and essentially two policies which provided accident benefit coverage to the claimant. Both stand on the same footing or priority. The claimant has the right to make a choice as between Pembridge and Security. There is no authority for me to make this decision for a claimant or in substitution to the right of the claimant to do so.

In these circumstances, it is appropriate for all parties to come to a mutually agreed upon wording for a letter or e-mail to be sent to the claimant and/or her legal representative so that she has the clear and unfettered discretion to select an accident benefit insurer as between Security and Pembridge.

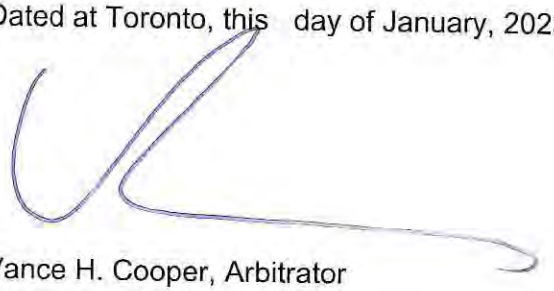
If the parties are unable to come to a mutually acceptable wording and/or a process to communicate with the claimant and her legal representative, I remain seized of this matter for such purposes.

I remain seized of this matter for purposes of determining the amount owing to the Fund after the claimant has made her election or decision. Similarly, and on the assumption that the Fund is seeking costs, I will have to determine this issue in terms of entitlement and quantum.

I remain seized to determine entitlement to and the quantum of cost as between the respondent insurers, Security and Pembridge.

Finally, I am most appreciative of the efforts, expertise and ability of counsel for their courtesy and cooperation extended to me and to each other from the inception of the arbitration through to its conclusion.

Dated at Toronto, this day of January, 2023.



Vance H. Cooper, Arbitrator