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Official Journal of the Ontario Insurance Adjusters Association

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President's Message

JENNIFER BROWN, FCIP
President

It is both an honour and a privilege to serve as the 95th President of the Ontario Insurance Adjusters Association.

My journey with the OIAA began in April 2013 when I answered the call to serve as Secretary of the K-W OIAA, not realizing at the time that this decision would be the beginning of a five-year term, and a much greater journey than I could have imagined. Before officially stepping into the role, I shared the news that I was expecting my first child in February 2014, but I promised to remain dedicated throughout my leave. During this time, I was introduced to the OIAA's senior executive, where I attended a crash course on non-profits and board governance organized by Tammie Kip and her executive. That same event also included a spirited scavenger hunt in Toronto—an early example of the balance of professionalism and camaraderie that has defined my OIAA experience.

My first official event as Secretary was greeting attendees at the entrance of the K-W OIAA Annual Tradeshow at the Concordia Club. The following year, I transitioned directly to Vice President when Mark Hale stepped away from the organization. Once again, I was expecting, and once again I committed to remain an active and engaged member of the executive. That year, the senior executive joined KW in planning the "Out of Town" Provincial Conference, I not only learned the intricacies of hosting such an event but also discovered that Catherine Groot makes the most exceptional cookies—something that quickly became a personal pregnancy craving.

From 2015 to 2017, I had the privilege of serving as President of the K-W OIAA. A highlight of my presidency was hosting Maytoberfest the Provincial Conference, where I had the unique opportunity to learn the art of tapping a keg alongside Ian Gallagher—a memory I will always treasure.

Along the way, the OIAA has taught me many unexpected skills: how to curl, how to golf, how to plan a large-scale provincial conference (no less than 3 times), how to organize kids' and adult holiday parties, how to negotiate with hotels, and how to survive claims conferences. But perhaps the hardest lesson of all? Learning how to endure a full tradeshow after the legendary Big Mingle hosted by -30- Forensics.

Throughout my involvement with the K-W OIAA, I have had the great fortune of working with and learning from remarkable colleagues and friends, including Charlene Ferris, Lisa Dobson, Cyndy Craig, Stephen Tucker, Carrie Keogh, Jennifer Mohr, Ashleigh Leon, Manish Patel and Gillian Reain among many others. In 2018, Stephen Tucker nominated me to join the OIAA as provincial delegate for K-W joining under the leadership of Michael McLeod a former K-W OIAA President serving as Provincial President. When Leanne Hardman took the reigns as President, she entrusted me to serve as editor of the WP and co –chair of the holiday party, two very large portfolios.

Trial by fire they said, I hope that I was able to rise to your expectations Leanne. In 2021, I was nominated for the role of Secretary, beginning six-year term on the OIAA senior executive.

When I reflect on my journey, I recognize that the OIAA has given me far more than opportunities for leadership. It has introduced me to mentors, industry leaders, and lifelong friends from whom I have learned in countless ways. To Catherine Groot, Ian Gallagher, Jen Graham, Michael McLeod, Leanne Hardman, Simone Cybulski, Rhu Sherrard, Kyle Case and to the presidents who came before them—thank you. Your guidance, dedication, and stewardship have shaped my understanding of this association and its rich history. It is my honour to continue in your footsteps.

I must also extend my deepest gratitude to my family. My children have been attending OIAA meetings and events quite literally since they were in utero, and they have grown up alongside this association. To my husband, thank you for your unwavering support through countless late nights stuffing wristbands into envelopes, early mornings at golf tournaments, and the many evenings I spent away at events and meetings. The OIAA journey is not one I have taken alone—our families and loved ones truly earn these achievements alongside us, and I am profoundly grateful for mine.

I would also like to thank my employer Echelon Insurance and my leaders Laurel Cutting and Joe Colby, whose generous support, trust and faith has allowed me to contribute fully to this role and to our profession. I also would be remiss if I didn't thank Definity Insurance in addition to my former leaders and mentors, Dawn Delaney, Fiona Von Kannen, Corrina Mann and Kelley Boettcher for supporting and guiding me on this journey as well.

To Kyle Case, Terry Doherty and Shawna Gillen, the immediate past presidents that served before me, thank you for your guidance over the years and entrusting me with various committees to learn all the ropes. I learned how to work and play hard, all of you encouraged me to make some of the changes that are in place for this year.

Finally, to my current committee: I am inspired daily by your commitment, passion, and creativity. Together, I am confident we will achieve great things in 2025–2026 and beyond. The OIAA's future is bright, and I am deeply grateful for the opportunity to lead this incredible association.

Industry Partners, Social Member and Adjuster members, please join us on October 2, 2025 at the El Mocambo as we kick off the year with a 90's Video Dance Party. Tickets and sponsorship is available at www.oiaa.com.

With gratitude and pride,

Jennifer Brown
President, OIAA
Manager, Accident Benefits Claims
Echelon Insurance

OIAA Constitution Changes

NOTICE OF MOTION

The OIAA is proposing that Article 9, Section 1 of the constitution is amended to include a new proposed role

Section 1:
The Executive Council shall consist of the Executive Committee and in addition the immediate Past President, four council members elected from Metropolitan Toronto and one council member elected from each of the authorized Chapters. In addition, there will be one non-voting council representative in the role of industry liaison. All members of the Executive Council shall be active members in good standing. In the event that the immediate Past President is unable to serve on this Council, the Executive Council may elect any former President to do so.

Background:
The position of Industry Liaison within the Ontario Insurance Adjusters Association (OIAA) is currently held by the President. This motion proposes to amend the appointment process so that the position is filled by election, in order to broaden participation and representation from across the insurance industry.

Motion:
That the Industry Liaison position, previously held by the President of the OIAA, be changed to an elected position to be held by an "Insurance Professional for a one-year term, commencing July 1st and ending June 30th of the following year.

Election Process:

1. Election Date: The election shall be held annually in March.

2. Eligibility: Candidates must meet the OIAA's definition of "Insurance Professional".

INSURANCE PROFESSIONAL

- Insurance brokers & agents
- Students enrolled in a fulltime insurance program
- Adjusters, managers, supervisors of insurers/self insurers
- Supervising staff of independent adjusters, business development staff of independent adjusters
- Claims managers
- Members of ORIMS
- WSIB adjudicators
- Sickness & Health care insurer adjudicators
- Risk managers
- Re-insurers
- FSRA Employees
- Insurance Bureau of Canada
- Insurance Institute of Ontario/Canada

3. Term of Office: The successful candidate's term shall run from July 1st to June 30th for a 2-year term.

4. Vacancy: Should the position become vacant mid-term, the President of the OIAA shall act as interim Industry Liaison until the next scheduled election.

Role and Responsibilities:

The Industry Liaison shall:

- Attend industry functions on behalf of the OIAA.
- Foster and maintain relationships with other industry organizations e.g. IIO, CICMA, CCIR, CIAA, YIPT, IBC, IBAO, CABIP, LINK, OIPA, etc.
- Explore and recommend opportunities for collaboration with other industry organizations to expand educational and networking opportunities for all insurance professionals.
- Share in costs and revenue proportional to the participating associations contribution to the event.

Any member in good standing with a concern about this proposed role can raise any concerns to Jennifer Brown (jenniferbrownFCIP@outlook.com and/or Kayla Helmond (khelmond@hdmutual.com).


OIAA KICK-OFF EVENT
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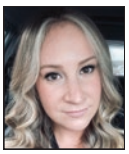

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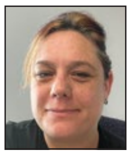

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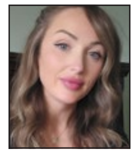

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Jon Cooper is the taller and non-bow-tied mediator with Cooper Mediation Inc. He mediates primarily, but not exclusively, in the area of personal injury and insurance. Jon belongs to the International Academy of Mediators. The IAM is an invitation-only organization consisting of the most successful commercial mediators in the world who must adhere to the highest practice and ethical qualifications.

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After working closely alongside environmental engineers championing for the future of sustainable hospitality, Sophie Smith was inspired to write this article while completing an internship as a Business Development Associate at Safetech Environmental Limited. She studies Environment and Business at the University of Waterloo and has been a contributing writer for Imprint, The University's official newspaper, for 2 years. Outside of her work and studies, she likes to spend as much time outdoors as possible except when she's inside reading a good book.

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For submission of proposed articles please contact Rob Fiorido and Peter Riediger.
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OIAA

TORONTO DELEGATE Election 2025

We are looking for four forward thinking individuals that are based in the Toronto area.

We are seeking nominations for two Toronto Delegates. There are two 2-year terms beginning December 4, 2025.

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If you are an OIAA member or know of an OIAA member interested in running for this position, please contact **Shawna Gillen** at SGillen@facilityassociation.com.

Elections will be held on **December 4, 2025**.
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HELD AT FLAMBOROUGH HILLS GOLF COURSE

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When Living Together and Parenthood Trigger Priority:

the Final Instalment of a Three-Part Series Dealing with the Definition of "Spouse" in the Insurance Act

By: Michelle Panagiotakos

Part one of this series focused on the definition dealing with individuals who are legally married – the first of the three statutory definitions – and looked at priority disputes which hinged on what it means to be "legally married". If you missed part one, "'Til Death (or Divorce) Do Them Part", visit https://oiaa.com/members/wp-magazine/ to view the April 2025 issue.

Part two focused on the second part of the definition of "spouse", pertaining to those who had entered into a voidable or void marriage in good faith, and how under this strand of the definition, a claimant's belief that they were entering a valid marriage is the driving factor in the analysis. If you missed part two, "Faithfully Wed but Legally Misled?", visit https://oiaa.com/members/wp-magazine/ to view the May 2025 issue.

In this edition, the focus is on the final and perhaps most fact-driven and complex part of the three-part definition: relationships involving individuals who have "lived together in a conjugal relationship" outside of marriage. As the title suggests, determining spousal status under this part of the definition is nothing short of... complicated.

Recap: What is a "Spouse"

Recall that the Statutory Accident Benefits Schedule (SABS) defines "spouse" the same way it is defined in Part VI of the Insurance Act. According to section 224(1) of the Act, a "spouse" is either of two individuals who:

1. are married to each other;
2. have entered into a marriage to each other that is voidable or void, in good faith on the part of the

person asserting a right under the Act; or

3. have lived together in a conjugal relationship (outside of marriage) continuously for at least 3 years, or in a relationship of some permanence and are the biological or adoptive parents of a child.

Definition #3: Conjugal Relationships

With the ever-evolving societal norms and ideas surrounding marriage and long-term partnerships, an increasingly common response when asking someone about their marital status is "it's complicated". It is a response that typically corresponds to the relationships that are the focus of this article: those where the couple has either lived together and/or had a child together – without having followed the traditional path of marriage.

The phrase "conjugal relationship" is not defined in the Act, but it is generally meant to describe a relationship outside of marriage but that is like marriage. Case law suggests that the following are the essential indicators of a conjugal relationship:

- Shelter: Did the parties live under the same roof, and if so, for how long?
- Sexual and Personal Behaviour: Was there an intimate, romantic relationship?
- Services: Did the parties perform household tasks for each other (e.g. cooking, laundry)?
- Social: Did they present themselves to others as a couple?
- Societal: Were they perceived by the community as being a couple?
- Support (Economic): Was there financial interdependence or joint ownership of property?
- Children: Did they raise children together, or co-parent in a family unit structure?

Case law has also consistently emphasized that no single factor is determinative of whether two people are in a conjugal relationship. The inquiry requires a more holistic, qualitative approach.

Living Together

Where the parties do not have a child together, in order to be considered "in a conjugal relationship" and thereby attract spousal status, they need to have been living together, continuously, for at least 3 years, as of the time of the accident.

In the past, arbitrators have tried to apply family law principles to find that two people were "living together", even when they did not actually reside at the same residence, for at least part of the three-year period. However, those decisions have been successfully appealed and the courts have made it abundantly clear, for example in Royal & Sun v. Desjardins (2018) and in Intact v. Dominion et al. (2020), that "living together" means doing so in the same residence.

Parenthood

Where the parties do have a child together, either by birth or adoption, a shorter cohabitation period (i.e. less than 3 years) can satisfy the definition in the Act and therefore attract spousal status.

Importantly, the presence of a child does not by itself create spousal status. The parties must also be in a relationship of some permanence – an ambiguous phrase that is often at the center of priority disputes dealing with this part of the definition. However, it is known to generally depend not on the duration of the cohabitation, but rather on the intention and commitment of the couple.

Definition #3 in the Case Law

Compared to definition #3, the other definitions in s. 224(1) are fairly binary. One is either legally married, or they are not. A marriage is either void, or it is valid.

By contrast, spousal status under definition #3 depends more on the totality of the circumstances. The evidence required can understandably be extensive, and disputes are therefore more common. The following cases are a mere sample of the vast definition #3 case law.

Certas v. North Blenheim (2006)

In this case, the claimant, following his involvement in a motor vehicle accident, applied for accident benefits to Certas. Certas insured the claimant's girlfriend, who the claimant contented was his common law "spouse". As of the time of the accident, the claimant and his girlfriend had cohabitated together for about one year, and they were expecting their first child who was due to be born (and was in fact born) about 6 months post-accident. The case hinged on whether the subsequent birth of the couple's child conferred spousal status on the claimant for the purpose of seeking accident benefits from his girlfriend's insurer. More specifically, the issue was whether a claimant who was involved in conceiving a child born after the accident should be considered a parent of that child as of the day of (i.e. before) the accident.

The arbitrator concluded that the parties were not spouses according to definition #3. In doing so, she considered the en ventre sa mere principle – a principle used in other circumstances to enable an unborn child, subsequently born live, to claim a benefit it would have been entitled to had it been born at that time – and whether it could be used by the claimant to access accident benefits under his girlfriend's policy as if the child had been born before the accident. The arbitrator ultimately decided that the principle could not apply: its use could not be extended to benefit anyone other than the child. The arbitrator also considered well-established case law that a fetus is not a person (i.e. a child) until it is born. As such, on a plain meaning of the words in definition #3, the claimant was not a "parent of a child" on the date of loss.

Aviva v. TD Insurance (2020)

This case is a prime example of using a holistic, qualitative approach, and looking at the totality of the circumstances. It involves a claimant who applied for accident benefits to his partner's insurer following an accident. They had been a couple for 10 to 15 years. They also had a child together many years before the accident, and they planned to have another child together prior to the accident. But they never lived together.

The arbitrator therefore had to consider whether "living together" in the second strand of definition #3 (i.e. that pertaining to parents) was to be interpreted as literally as it is for the first strand of the definition, since, under the first strand (pertaining to those who do not have children together), courts require that the couple actually reside in the same residence in order to be considered as "living together". In doing so, the arbitrator gave more weight to the permanence of the relationship and, consequently, to factors other than the parties' living arrangements. While they did not live together, the couple had been in an exclusive intimate relationship for nearly a decade; the claimant was at his partner's house almost every day; they often went out for dinners and movies; they also frequently went out as a family with their daughter to the park and swimming pool; and they spent holidays and other time with each others' families, indicating that their families treated them as a committed, married-like couple. Ultimately, the arbitrator held that, despite their living arrangements, the couple were in fact spouses. They spent significant time together, they both engaged in parenting their daughter as well as other things committed couples do, and they were supportive of each other – which was evident from the fact that the claimant's partner moved in with him following the accident to care for him.

Notably, this case has not been appealed. As such,

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there is now caselaw supporting that, even where a couple does not live in the same residence, as long as they have a child together and their relationship is one of permanence, they are “spouses” for the purposes of the Act.

Conclusion & Key Takeaways

When investigating whether a claimant is a “spouse” under definition #3, it is crucial to approach the inquiry carefully and thoroughly. A thorough investigation should include:

1. Determining Which Test Applies

- Ask whether the claimant and named insured were married.
- If not, confirm whether they had lived together for at least three years (clause i), or
- If they are parents of a child, whether their relationship had some permanence (clause ii).

2. Gathering Documentary Evidence

- Lease agreements, property records, or utility bills showing shared residence.
- Joint bank accounts, insurance policies, or tax filings demonstrating financial interdependence.
- Birth certificates naming both individuals as parents.

3. Interviewing the Claimant and Named Insured

- Ask about the nature and duration of the relationship.
- Probe for facts about how they presented themselves socially.
- Inquire about how the finances were handled for the home (e.g., who paid the rent, for groceries, were the expenses split or shared, etc.).
- Ask about vacations, holidays spent together, and joint plans.

4. Considering Witness Statements

- Friends and family can provide context on how the couple was perceived.

5. Looking for Contradictory Evidence

- Were they claiming to be single on official documents? (And does this appear to be accurate, or for the purpose of claiming a benefit of some kind?)
- Any known periods of separation?
- Evidence of separate lives or other relationships?

Ultimately, determining whether two people are spouses under section 224(1) of the Insurance Act is a nuanced exercise. This is especially so in ‘common law’ scenarios involving couples who live together or have children together outside of marriage. In these scenarios, the exercise is even more complicated. It is simply not enough to rely on labels. What matters is the substance of the relationship.

Understanding cohabitation, parenting, and conjugal partnership is essential. And thorough investigation into the nature of the relationship – its duration, stability, and the parties’ intentions – is key. But with careful investigation, insurers can make informed and defensible decisions when spousal status is in dispute.

See Royal & Sun Alliance Insurance Co. of Canada v. Desjardins Insurance Group, 2018 ONSC 4284.

See also Intact Insurance Co. v. Dominion of Canada General Insurance and Wawanesa Mutual Insurance Co., 2020 ONSC 7982.

See also Certas Direct Insurance Company v. North Blenheim Mutual Insurance Company (2006) (Arbitrator S. Novick).

See also Aviva Canada Inc. v. TD Insurance Company (2020) (Arbitrator S. Novick).

Michelle Panagiotakos
Michelle has extensive insurance defence experience in both tort and accident benefits, though her practice focuses more on the latter, including priority and loss transfer disputes. Before joining SBA, she spent several years in-house with a national insurance company where she gained invaluable insights into the complexities of the industry and, more importantly, a first-hand understanding of her clients’ needs and practices. Michelle’s unique experience of working not only for her clients but with them has both deepened her knowledge of insurance defence and fueled her commitment to delivering exceptional, client-focused support. Though her upbeat attitude and charm help her resolve even the toughest of insurance disputes outside of the courtroom, Michelle’s courtroom adventures span the Court of Appeal, Divisional Court, Superior Court of Justice, and the Licence Appeal Tribunal, where she’s known for her impressive success rate and client victories.

Outside of work, Michelle finds joy in raising her little girls and bringing loved ones together for her delicious Greek feasts – where no one leaves hungry, or without trying her legendary Baklava. Opa!

Strategies For Dealing With Frustration At Mediation

By: Jonathan Cooper, Cooper Mediation Inc.

Have you ever walked away from a mediation feeling frustrated?

From time to time, I run into frustrated participants during a mediation. I self reflect and ask myself "why"? Was it simply a matter of whether or not the mediation ended in resolution? Was there something I could have done differently? What improvements can I offer in relation to process when I do experience frustration during a mediation, it occurs just as much in cases that settle that do not settle. For me, the primary source for frustration within a mediation stems from time constraints or inefficiencies.

I've identified a few common complaints or situations, such as:

- Wasting Valuable Time
- Unrealistic and/or Insulting Opening Offers
- Negotiation Fatigue

In this article, I'll discuss common complaints that may arise at mediation and offer suggestions or strategies to avoid falling into these "traps".

What Leads To Frustration

All too often, opening statements can be unhelpful at best, and counterproductive at worst. A repeat of what's already been covered in mediation materials is a waste of our most valuable resource—time. Talking up your case and your chances of success in court while dismissing the strengths and prospects of your opponent's case rarely changes their opinion. Instead, it typically triggers resistance and usually just gets their backs up.

Sometimes, by the time opening offers have been exchanged we are 60 to 90 minutes into the mediation. Moreover, the joint session has highlighted all the reasons the case shouldn't be resolved. The parties have exchanged emotionally charged opening offers, based on best-case scenarios, and I've spent 10 minutes in each room urging participants not to leave the mediation or to not respond in kind. I'm finding when one party makes an unrealistic opening offer, it's often countered with an equally unrealistic offer. My guess is the parties believe (incorrectly) that taking a strong initial stance will lead to greater leverage when compromising during the negotiations.

How long will it take for the parties to reach a Zone of Potential Agreement (ZOPA) when their starting positions are miles apart? Too often, the answer is far too long. The back-and-forth of incremental movement in each round of offers compounds the frustration and exhaustion. As time ticks away and pressure mounts, the parties can lose focus, patience and, ultimately, their willingness to find common ground. Starting with wildly unrealistic offers will require one party, the other or both to make dramatic shifts or capitulation to achieve resolution at the mediation. The more energy we devote to discussing "insulting" offers, the more time we've spent shining light on potentially insurmountable hurdles or obstacles that exist and thus the process ends without a resolution.

While I have strategies for getting things back on track during these situations, wouldn't it be better to avoid these problems in the first place? If I think of first principles involved in a successful mediation, I think: open-mindedness, respectful dialogue, patience, strategic thinking, realism and openness to compromise, rather than testing the limits of the opposing party's patience. I believe that agreements can be reached when the parties start on different footing.

HOW TO AVOID THESE TRAPS

Mediation Negotiation Strategy: Stick To Common Ground…At Least At First.

What if we introduced a rule at mediation where participants could only focus on the reasons the case should resolve and highlight areas of agreement or potential compromise? Would the dynamic after opening statements be different? Would the parties begin to see themselves as working toward a shared goal—reaching a settlement—and be more willing to make reasonable concessions after realizing they may not be as far apart as they initially thought? By shifting the focus to common ground, could we create a more constructive atmosphere that fosters collaboration rather than conflict?

Key Takeaways:

- Focus on Areas of Agreement or Resolution
- Promote Collaboration and Align Objectives
- Improve Dynamics with an Openness to Problem Solve

Mediation Negotiation Strategy: Modified Blind Opening Offers

Instead of responding to the reasonableness (or not) of the opposing party's offer, what if each party presented their initial offers simultaneously? The negotiation phase would begin in breakout rooms, where each party would submit their opening offer to the mediator. Once the mediator has an initial offer from each party, the breakout rooms would collapse, and the parties would reconvene in the main session.

The mediator would reveal the opening offers at the same time while the parties looked at one another (even if virtually). Each party would have the opportunity to explain why their offer—made before they could be "insulted" or "angered" by the other party's proposal—was reasonable. The hope with this approach is to encourage at least one of the parties to take this opportunity to tempt the opposition with an initial offer that demonstrates a willingness to compromise and engage with realistic figures.

Key Takeaways:

- Presenting Offers Simultaneously Eliminates Reactive Responses

- Encouragement of Realistic Problem-Solving Proposals
- Build Momentum and Trust with Realistic Starting Points

Mediation Negotiation Strategy: Enter the "Ring" of Resolution

I often describe opening offers in traditional or standard bargaining the following way.

Imagine you've got two boxers starting from their respective corners inside the ring. Until the boxers get close enough to one another to land a punch, neither side will make contact. Getting within an arm's-reach of your opponent requires taking some risk. The opponent may land a punch on you, but it's also the only way for you to land a punch on them.

A common misstep is staying too close to your corner and waiting for the opponent to "make the first significant move." Is your plan to practice shadow boxing and demonstrate your fancy footwork? Realistically, after witnessing this show, will your opponent admit they are hopelessly outmatched and just throw in the towel by agreeing to your highball / lowball offer? It's not likely. Moreover, you run a real risk of ending the mediation without meaningful engagement from either side.

A productive mediation process is fueled by tempting your opposition while also acknowledging your own risks. Both are two-way streets. You need to make an offer tempting enough to demonstrate real risk if the opposition doesn't take your offer seriously and you do better at trial (for example, partial vs. substantial indemnity costs). In response, you should receive an offer predicated on how tempted they were to make a substantive move towards the middle.

You don't have to start with your best or final offer but extending the proverbial olive branch first with an offer in the realm of reasonableness invites the opposition to reciprocate. Be transparent through the mediator, ensuring your counterparts understand that you won't continue making concessions without serious engagement.

Key Takeaways:

- Proactive Willingness to Compromise Early – Encourage Reciprocity & Engagement
- Don't Let the Mediation End on Your Account
- Mediation is a Risk-Sharing Exercise

Mediation Negotiation Strategy: Mitigate Negotiation Fatigue

Negotiation fatigue poses a significant challenge and can derail a mediation that should have and would have otherwise ended in resolution had the parties made genuine initial offers.

Let me give you an example:

Assume a "case" has a value range that could look like $30 to $50 on the low side, $50 to $75 on the moderate side, and $75 to $100 on the high side.

If one party, the other or both decide to start with offers well outside the high/low value range ($500 or $3, respectively), I present those offers to the opposition and explain why they make sense as per the rationale provided (even when they don't).

I've seen this approach lead to the receiving party leaving the mediation without tabling an offer. Even if they stay, we may proceed through multiple rounds of offers before reaching an impasse at $100 vs. $30 as time is about to run out.

Credibility is lost when I present an opening offer many times higher or lower than the case eventually resolves for – especially when the parties do get relatively close by the end of the mediation. Think about it: The same mediator who presented an offer of $500 is now telling you that there is a gap of $70 which could be bridged because there is interest from the other side. From my experience, when this happens, people are drained, people don't have the same patience they did to start the day, and people lose faith that a bridge can be built.

Key Takeaways:

- Participants Only Have So Much "Battery" – Use the Time Wisely

Mediation Negotiation Strategy: Limited Offer Rounds

Steve Rottman, a mediator colleague of the International Academy of Mediators, believes that there should only be three offers made at mediation. An opening offer, a counter-offer, and a final offer. While this format works well for him, three offers may not work for all disputes. However, limiting the number of offer rounds at the outset of the mediation allows for bigger moves that help create momentum to bridge gaps between the parties.

The parties synchronizing the number of intended offers may be as important as the numbers exchanged themselves. By limiting the offers going back and forth, the participants could be in a better position to retain the emotional capital needed to problem solve and close the gap.

If the parties trust the mediator enough to reveal their highest/lowest offers in confidence, the mediator can better manage expectations or movement from one side, the other or both. Best practice is to send messages through your mediator to the other side to signal when the end may be near. At minimum, make sure the mediator is aware of your game plan to avoid the risk of jeopardizing a potential deal.

Key Takeaways:

- Extreme Opening Offers Test the Oppositions Patience and Lead to Too Many Rounds of Offers
- Establish Credibility with Impactful Moves
- Timing Your Offers Matters
- Build Momentum and Trust for Bridging Gaps When It's Essential

CONCLUSION

Mediation should be a collaborative effort focused on evaluating and sharing risks. As you assess what your best and worst outcome at the conclusion of a trial might look like, remember that a mutually agreeable settlement is a guaranteed outcome. You might not walk away with everything you wanted, but you also won't walk away worrying about sustaining a loss.

Unless your purpose is merely to "tick a box" or assess your opponent's trial readiness, the aim of mediation is to provide a constructive, cooperative and efficient way to resolve disputes.

Whether you're open to exploring innovative negotiation strategies or prefer a more traditional approach, it's essential to be mindful of the most efficient use of time.

Tempt one another to share in the risk and the reward of a guaranteed win.

Jon Cooper

Jon Cooper is the taller and non-bow-tied mediator with Cooper Mediation Inc. He mediates primarily, but not exclusively, in the area of personal injury and insurance. Jon belongs to the International Academy of Mediators. The IAM is an invitation-only organization consisting of the most successful commercial mediators in the world who must adhere to the highest practice and ethical qualifications. Jon can be reached at jon@coopermediation.ca or at (647) 993-2667.

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Extreme Weather - Part 1

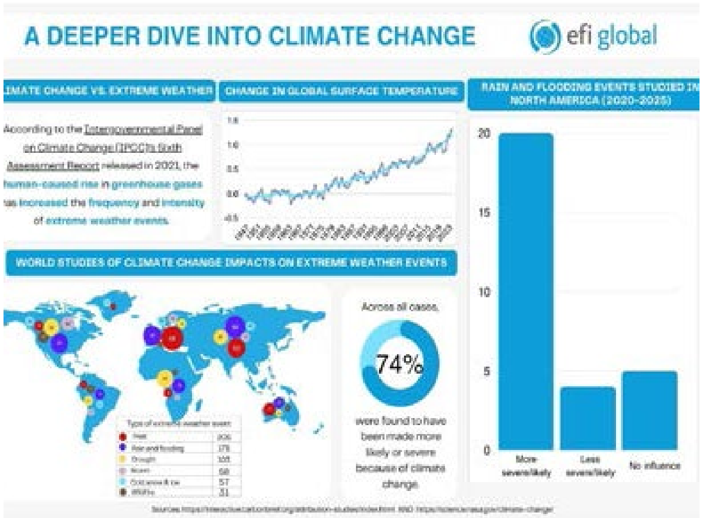
A look at the damage impacts of severe weather experiences.

By: Ian Mendes

While some may still debate if climate change is real and the cause of it, statistics show the weather we are experiencing today is very different from the weather a couple of decades ago. Weather events are bigger and badder than they used to be and this is reflected in the impact on the claims industry. According to Insurance Bureau of Canada insured property and casualty (P&C) losses from CAT events between 1983 and 2000 averaged $440 million and rose to an average of $675 million between 2001 and 2010. Between 2011 and 2020, the average annual cost has risen to an average of $2.3 billion and appears to be increasing further as last year it was reported that insured damage caused by severe weather events surpassed $8 billion.

Understandably when talking about weather related claims we are principally talking about property damage however an adjuster should also be aware of other potential issues that may need to be addressed.

Given the magnitude and number of claims that arise from extreme weather events, it is critical that a team approach, adjuster working with consultant and restoration firm be taken to ensure they are handled appropriately. The reason! If the response does not get of to the right start it's unlikely to get better. To use a football analogy, as the adjuster you are the quarterback and you control what goes on on the field, but success cannot be achieved without the right teammates. So in this the first of our two part edition on extreme weather, we're focusing on wind and rain related claims and some of the environmental and engineering issues that can arise and the specialized skills EFI brings to the team.



Wind

Wind damage occurs when a weather system changes from low to high pressure, from moist humid air to cooler, drier air, creating unstable air in which thunderstorms build. The leading edge of thunderstorms are often called "straight-line winds" in order to differentiate them from the rotational winds associated with tornados.

Wind speeds can reach up to 100 mph and can produce a damage path extending for hundreds of miles.

A derecho is a "widespread, long-lived wind storm associated with a band of rapidly moving thunderstorms. In May 2022, the derecho that moved across Ontario and Quebec caused about 1billion dollars in insured losses.

As the effect of wind on a structure can vary depending on it's design and construction, proper assessment by a structural engineer is critical as they have the knowledge and experience to

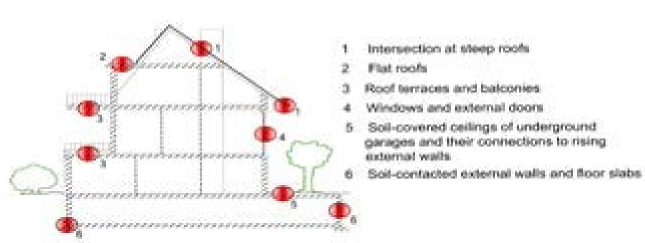
- identify the extent of the damage;
- what necessary repairs are required to comply with regulations (e.g building code, fire code, etc);
- any safety concerns/hazards; & ensure restoration activities are completed properly

While the direct result of the damaging winds is primarily structural damage, it is important to know the force from wind blowing over a roof is not uniform. Where there are edges sticking up or pipes protruding, this can lead to bigger problems from constant exposure to damaging winds creating openings for moisture or water to enter which could result in one of several issues which are discussed in the section on rain. In addition, the loss of integrity to a building means energy losses.

Rain

The heavy winds, as stated earlier, are very often the precursor to thunderstorms. The extent to which the rain can effect a home or building depends on two factors, volume and duration. Heavy rain, or a lengthy period of rain, can lead to damages. If wind damage has already resulted in a break down in a roofing system (e.g damaged shingles, flashing or other points) rain water has an opening to seep into the interior of a home or building which can lead to

- discolouration or damage to walls, ceilings and floors;
- mold growth which can potentially lead to health issues;
- electrical damage and potentially fires;
- equipment damage or loss;
- pressure around the foundation that can result in water migrating through cracks;
- sewer backups;
- structural damage; and damp areas that lead to infestation of pests such as ants or termites.



A study conducted in Germany, on the impacts of heavy rain on buildings, identified the most susceptible points are those as shown on Figure 1. An assessment should only be done by engineer(s) or professional(s) with the appropriate expertise and should include an evaluation of:

- the date of construction - this provides insight on construction materials that may have been used and if upgrades may be required to meet the current building code.
- the extent of the interior damage which may not necessarily be limited to structural materials, but should also include electrical and mechanical components.
- evaluate the potential for impacts or deterioration of building components, especially bearing capacity elements (e.g potential for corrosion of steel components, potential for deterioration of wood framing) and especially where sewer backup has occurred.
- the high level of technology we employ today in our homes and offices means there is more risk of damage from major weather events. The business interruption from an equipment and business property standpoint can be mitigated by assessing major electronics and machinery to determine repairability versus replacement Because of issues of stress in the market, and lead times to manufacture a replacement, a recommendation to repair something rather than replace it, or to restore it rather than remove and replace, may be more efficient and cost effective.
- heavy and/or lengthy rain can result in soil erosion that can have negative impacts on vegetation, crops, waterways and or local water sources (e.g. lakes, rivers).

Ian Mendes, P.Eng. (ON, MB), QP ESA

Ian Mendes is the Hamilton Office Manager and the Environmental Service Line Principal for Central Canada for EFI Global Canada Inc., a firm that provide fire investigation, environmental consulting and forensic engineering services to range of clients including insurance entities. Ian has over 30 years of experience in the environmental engineering field and is a Registered Professional Engineer in the Provinces of Manitoba and Ontario and a Qualified Person for Environmental Site Assessments under Ontario Regulation 153/04.

As the leader of central region environmental operations Ian is a strong proponent of teamwork, frequent communication and work life balance as keys to building a strong team and achieving success. He has used this approach in achieving success before joining EFI and is now applying it to help his team grow EFI's Quebec, Ontario and Manitoba environmental operations.

At the end of most days, Ian finds enjoyment in taking on a different challenge in the kitchen cooking dinner for his wife and kids.

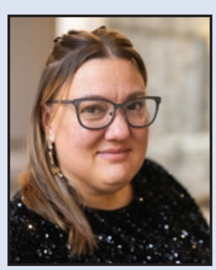
LETTER FROM THE EDITOR

Welcome to the 2025-2026 OIAA year! I am honored to be back as your 2025-2026 WP magazine editor. I know the work that is put into this publication and thank Jennifer Brown for all her hard work over the past few years.

I would like to share a warm welcome to our 95th OIAA President, Jennifer Brown. I'm sure you are as excited as I am for the year she has planned, starting out with our Kick-Off event on October 2nd. Make sure to dress in your fave throw-back 90's outfits!

You may see some changes this year with the WP – we are going to move away from large monthly publications to a monthly newsletter format. We will still run 3 full publications per year – as always, if you have an article you would like to share in WP, please reach out to our WP articles team (Rob Fiorido, Peter Riediger and Erin Sheard) – and will be sharing upcoming events, industry news and of course photos of OIAA events. Please be patient with us as we work towards finding the best ways to share info with our membership.

I look forward to seeing our membership and industry friends out at our events this year and have a great 2025-2026!



Carrie Keogh, BA Hons.
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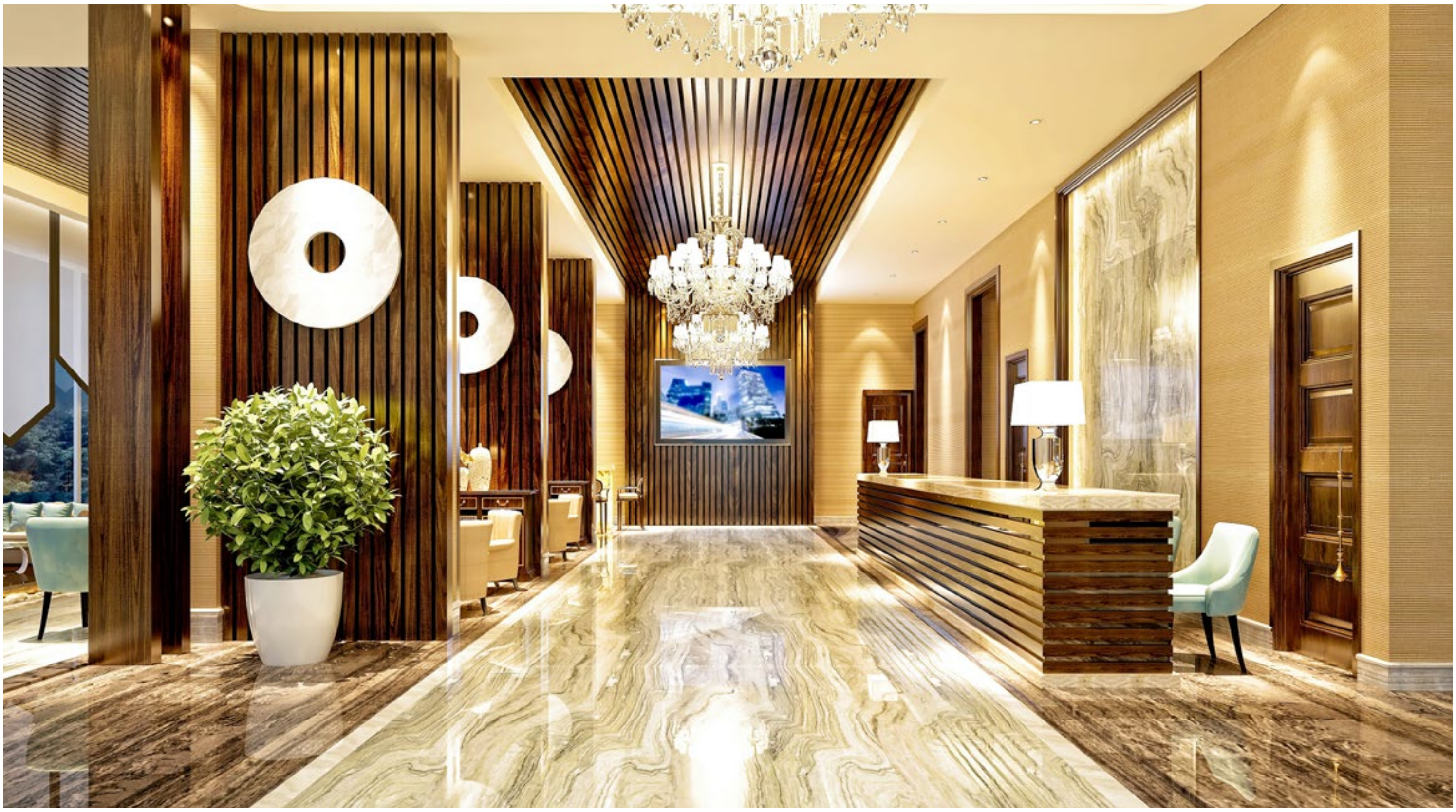
Sustainable Luxury:
Integrating Environmental Responsibility into High-End Hospitality

By: Sophie Smith



Luxury hospitality has traditionally been associated with indulgence, opulence, and personalized experiences, not typically adjectives associated with sustainability. However, that is beginning to change. Across the hotel industry, a growing number of properties are integrating environmental practices into their daily operations, not as an afterthought, but as a core part of their service philosophy.

The rise in guest awareness and regulatory pressure has led many hotels to reconsider their environmental impact. Today, leading properties are showing that sustainability and sophistication are not mutually exclusive. They can be designed to coexist thoughtfully and seamlessly.

An Evolving Standard

Sustainability in hospitality is no longer limited to eco-lodges or niche boutique hotels. Even urban luxury hotels, which face unique challenges due to their size and complexity, are adopting ambitious environmental strategies. From energy efficiency upgrades and waste diversion programs to sustainable spa treatments and low-impact dining, the shift reflects a broader transformation in the sector.

One example of this evolution is The St. Regis Toronto. Opened in 2012, the hotel has long held a prominent place in the city's skyline and hospitality market.

More recently, it has taken active steps to reduce its environmental footprint across departments while maintaining the level of service expected in a five-star hotel.

Practical Sustainability in Action

The hotel's sustainability efforts focus on guest-centric, operationally sound practices that limit waste without sacrificing comfort. For example, traditional single-use plastics have been removed in favour of refillable, well-designed dispensers. Paper usage has been significantly reduced through digital check-in, paperless in-room dining, and other guest communications.

Water conservation is another area of focus. A Smart Valve™ system installed on the main water line optimizes pressure and flow, reducing consumption behind the scenes without compromising the guest experience. These changes illustrate how back-end upgrades can translate into meaningful environmental impact with minimal disruption.

Recycling and Waste Diversion

The St. Regis Toronto has also invested in comprehensive recycling systems. Its back-of-house program diverts a wide range of materials such as cardboard, scrap metal, glass, batteries, lightbulbs, and even printer ink. In guest rooms, the familiar green linen and towel reuse programs offer an easy way for guests to participate in conservation efforts.

In the spa, guests encounter compostable razors, bamboo combs, and other sustainable amenities, aligning wellness experiences with environmentally conscious sourcing. The spa's product line is supplied by BABOR, a carbon-neutral brand that emphasizes high-performance skincare with minimal environmental impact.

Sustainable Dining

The hotel's dining services reflect a similar approach. Locally sourced, organic, and seasonal ingredients are prioritized across menus, helping to reduce emissions associated with food transport and supporting local producers. Free-range eggs and plant-forward dishes have become standard offerings. Water is served in reusable glass bottles across guest rooms and common spaces, eliminating the need for single-use plastic containers.

These efforts demonstrate a deliberate attempt to align luxury food and beverage service with sustainability goals—without diminishing quality or presentation.

Engineering for Efficiency

One key initiative was the installation of E-Temp refrigeration controls, which have helped reduce energy use by up to 24% in cold storage areas. The hotel also uses deep lake water cooling, an efficient alternative to conventional HVAC systems, along with LED lighting throughout the property.

Occupancy-based sensors have been installed to control lighting, elevators, and climate systems, ensuring that energy is only used when needed. Preventive maintenance and sustainable cleaning protocols support both energy savings and healthier indoor environments.

Tracking Progress: The Role of Certification

In 2023, an internal waste audit revealed a relatively low waste diversion rate of just 16.5%, prompting the hotel to seek a more structured framework for improvement. It joined Green Key Global's Eco-Rating Certification Program, which provides third-party benchmarking aligned with the United Nations' Sustainable Development Goals (SDGs).

This membership led to sweeping improvements across departments. Recycling protocols were clarified, signage was standardized, and sustainability training was introduced for staff at all levels. The hotel also reviewed vendor relationships to reduce excess packaging and improve accountability.

The results were measurable. Within a year, the hotel achieved a 124.8% increase in waste diversion which is equivalent to over 400 metric tonnes of waste kept out of landfills. Regular audits helped identify new areas for improvement and kept sustainability goals on track.

Reducing Emissions and Costs

On the energy side, the hotel joined the BizEnergySaver program, focusing on retrofitting lighting systems and adding Variable Frequency Devices (VFDs) to mechanical systems. These upgrades produced annual energy savings of 135,000 kWh and reduced greenhouse gas emissions by over 16,000 kg of CO_2. This reinforces an important message for the industry: sustainability efforts can improve environmental outcomes and efficiency.

Extending Impact into the Community

Sustainability at the hotel is not confined to building systems or guest rooms. Community engagement is an important piece of the broader strategy. Unused linens and bathroom amenities are donated to local shelters. Dry cleaning services are provided by eco-certified vendors. The hotel has even sourced handcrafted children's amenities from fair-trade artisans in Peru, supporting school meal programs and ethical employment abroad.

These initiatives show that luxury hospitality can extend its influence beyond its walls, contributing to both local and global sustainability efforts.

Looking Ahead

The hotel continues to build on its progress. Planned upgrades include full LED transitions, automation of office lighting systems, further HVAC modernization, and enhanced signage to promote guest participation in recycling and organics diversion. Additional energy-saving systems, such as variable-speed drives for building equipment, are also on the roadmap.

These forward-looking investments suggest that sustainability in luxury hospitality is not a one-time effort, but an ongoing process that requires coordination, commitment, and continuous improvement.

A Broader Trend

The experience of The St. Regis Toronto reflects a broader shift in the hospitality industry. Increasingly, luxury hotels are expected to go beyond aesthetics and service, incorporating environmental and social responsibility into every aspect of the guest journey.

Through a combination of smart engineering, thoughtful policy, and team-wide engagement, these properties are redefining what luxury means in the 21st century. Sustainability is no longer an optional feature, it's becoming an operational standard, and a defining element of excellence in the hospitality sector.

Sophie Smith
After working closely alongside environmental engineers championing for the future of sustainable hospitality, Sophie Smith was inspired to write this article while completing an internship as a Business Development Associate at Safetech Environmental Limited. She studies Environment and Business at the University of Waterloo and has been a contributing writer for Imprint, The University's official newspaper, for 2 years. Outside of her work and studies, she likes to spend as much time outdoors as possible except when she's inside reading a good book.

SAVE THE DATE

SEPTEMBER 2025

September 18 .... **Thousand Islands Adjusters Association - Golf Tournament @ Colonnade Golf & Country Club**

September 19 .... **OIAA Niagara - Golf Tournament Whisky Run Golf Course**

September 23 .... **OIAA Thunder Bay - Golf @ Whitewater Golf Course**

September 25th .... **OIAA Kitchener Waterloo Kick-Off Event @ Schooner Street Brewery**

OCTOBER 2025

October 16 .... **OIAA Kitchener Waterloo - Corporate Night @ Concordia**

October 30.. **OIAA Hamilton - Ghosts, Ghouls & Trivia Night @ Collective Arts Brewery**

NOVEMBER 2025

November 12 .... **Kawartha-Durham - Holiday Bowling Event at NEB's Fun World. Feed the Need and Durham Firefighters will be in attendance**

November 20 .... **London Claims Association - Holiday Party @ Lamplighter Inn**

November 27 .... **OIAA Hamilton - Very Merry Mixer @ Shoeless Joes**

November 29.. **London Claims Association - Toy & Food Drive**

DECEMBER 2025

December 12... **OIAA Thunder Bay - Christmas Party @ DaVinci Centre**

December 18 .... **OIAA Windsor - Holiday Luncheon @ Ciociaro Club Windsor**

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  - Company Logo on Social Media Platforms
  - Recognition as a Diamond Sponsor on platforms once formally a sponsor
  - Company profile linked in posts when acknowledging your contributions
  - Standalone recognition posts on social media platforms 3 times a month[3]
  - Recognition posts the day of the event

PLATINUM SPONSORS $5,000 4 AVAILABLE

- Company name scrolling on the OIAA website as a Platinum sponsor
- 1/2 page ad[1] in the printed April WP provided to all attendees
- Acknowledgement with company logos on signage at the event
- Acknowledgement with logos and links in the WP[2]
- Social Media Package, may include:
  - Company Logo on Social Media Platforms Recognition as a Gold Sponsor on platforms once formally a sponsor
  - Company profile linked in posts when acknowledging your contributions
  - Recognition posts on social media platforms 2 times a month January-March 2026
  - Recognition posts the day of the event

GOLD SPONSORS $2,500 6 AVAILABLE

- Company name scrolling on the OIAA website as a Gold sponsors
- 1/4 page ad[1] in the printed April WP provided to all attendees
- Acknowledgement with company logos on signage at the event
- Acknowledgement with logos and links in the WP[2]
- Social Media Package, may include:
  - Company Logo on Social Media Platforms Recognition as a Gold Sponsor on platforms once formally a sponsor
  - Company profile linked in posts when acknowledging your contributions
  - Recognition posts on social media platforms 2 times a month January-March 2026
  - Recognition posts the day of the event

SILVER SPONSORS $1,000 8 AVAILABLE

- Company name scrolling on the OIAA website as a Silver sponsors
- Acknowledgement on signage at the event
- Acknowledgement with logos in the WP[2]
- Social Media Package, may include:
  - Company Logo on Social Media Platforms Recognition as a Silver Sponsor on platforms once formally a sponsor
  - Company profile linked in posts when acknowledging your contributions
  - Group recognition posts on social media platforms 2 times a month January-March 2026
  - Group recognition posts the day of the event

BRONZE SPONSORS $500 UNLIMITED

- Group Acknowledgement on signage at the event
- Acknowledgement in the WP[2]
- Social Media Package, may include:
  - Company Logo on Social Media Platforms Recognition as a Bronze Sponsor on platforms once formally a sponsor
  - Group recognition posts on social media platforms once a month January-March 2026
  - Group recognition posts the day of the event

FOR MORE INFORMATION VISIT
www.oiaa.com

1 Ad to be provided by the sponsor
2 Monthly acknowledgements in WP will start the month after purchase and run until May 2026
3 Monthly social media acknowledgements will start the month after purchase and run until March 2026 unless otherwise noted

Opportunities Await You

JOIN US

WE WANT YOU

The OIAA provides professional development, networking, inside industry news and support to insurance adjusters across Ontario. By joining our 1500 plus network of active and associate members, you receive:

- Access to informative seminars and educational training
- Opportunities for your children or grandchildren to apply for one of three $1,000 OIAA Education Bursary's
- Member pricing for professional development and social events
- Ability to collaborate with others through our Mentorship program
- Participate in shaping claims adjustment and risk management services in Ontario

All Memberships (except Social) are $50+HST per year. Social memberships are $75+HST per year.

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www.oiaa.com

OIAA

Ontario Insurance Adjusters Association

SAVE THE DATE

DECEMBER

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2025

OIAA

PAST PRESIDENT'S NIGHT

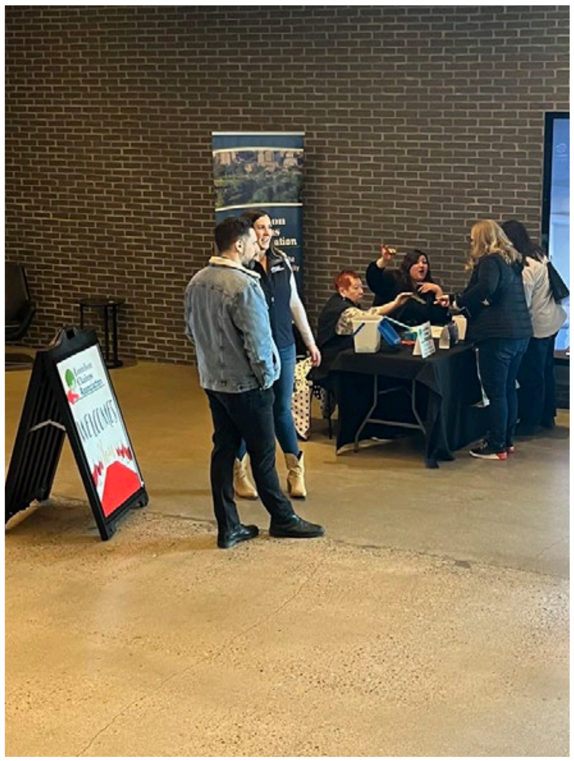
&

HOLIDAY PARTY

FALLSVIEW CASINO NIAGARA

London Claims Association

PHOTOS FROM THIS YEAR'S KARAOKE NIGHT - APRIL 17, 2025
THIS INAUGURAL EVENT WAS HELD AT THE REC ROOM IN LONDON, WHERE EVERYONE GOT TO SING THEIR HEARTS OUT FOR A GOOD CAUSE.
PROCEEDS WENT TO ANOVA



London Claims Association

PHOTOS FROM THIS YEAR'S KARAOKE NIGHT - APRIL 17, 2025
THIS INAUGURAL EVENT WAS HELD AT THE REC ROOM IN LONDON, WHERE EVERYONE GOT TO SING THEIR HEARTS OUT FOR A GOOD CAUSE.
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London Claims Association

PHOTOS FROM THIS YEAR'S KARAOKE NIGHT - APRIL 17, 2025
THIS INAUGURAL EVENT WAS HELD AT THE REC ROOM IN LONDON, WHERE EVERYONE GOT TO SING THEIR HEARTS OUT FOR A GOOD CAUSE.
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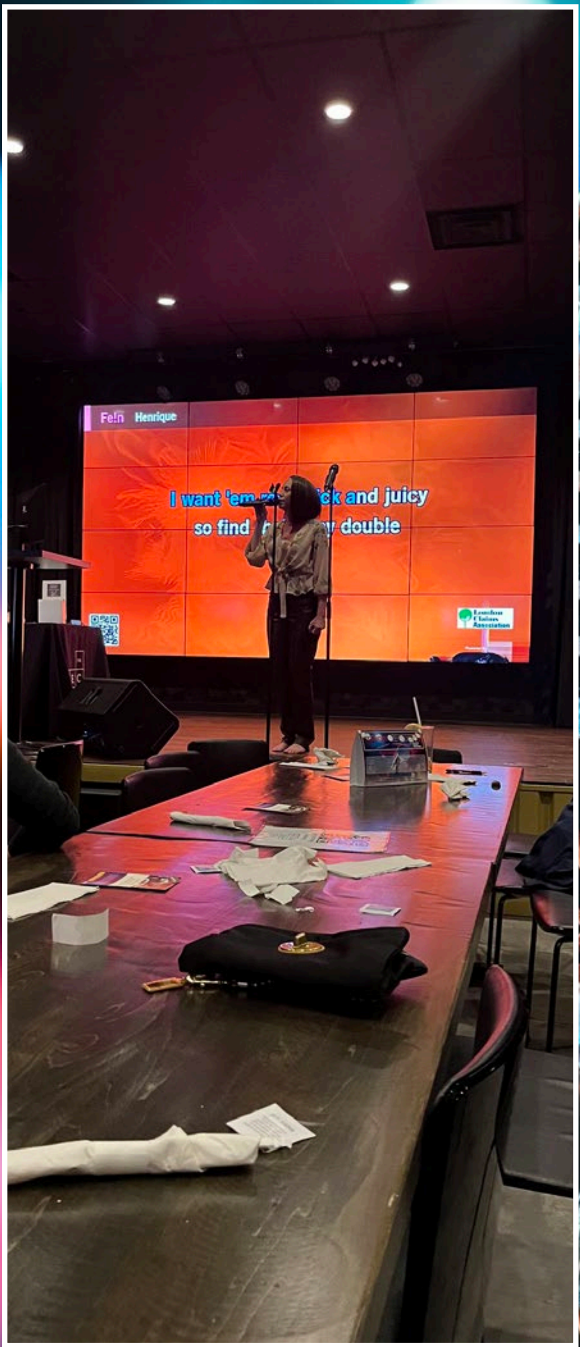

OIAA BURSARY 2025

DO YOU HAVE A CHILD OR GRANDCHILD ENROLLING OR ENROLLED IN POST-SECONDARY EDUCATION FOR 2025/2026?

The OIAA Student bursary offers financial assistance in the form of 3 awards in the amount of $1,000.00 each. The applicant must be pursuing full time post-secondary studies at a College or University.

Selection is based on financial need, contribution to school, community life and/or other meaningful pursuits, major accomplishments and strong indication of academic promise. Eligible applicants will be a child or grandchild of an active OIAA member, who has been a member in good standing for a year and is a current member in good standing for 2025-2026.

Previously successful award recipients are welcome to apply again with a new Essay.

The deadline to apply is October 3, 2025 at 5:00 pm.

Visit our website www.oiaa.com for further details.

Moo-ving Past Negligence:

Court Dismisses Negligence Claim Without Evidence of Breach Change

By: Gabrielle Nigro

The Plaintiff was injured in a motor vehicle accident after his vehicle collided with a steer which had escaped from a nearby farm property. The steer belonged to Walkhavern Farms Ltd., a family-run operation owned by Collin and Maud Walker. The Plaintiff sued for negligence and public nuisance, alleging the farm failed to adequately contain the animal. The Defendants brought a motion for summary judgment on the basis that there was no evidentiary foundation presented by the Plaintiff to support his claims.

Background

The Plaintiff was the driver of a motor vehicle that struck a steer on County Road 42 in Stayner, Ontario. The steer was the property of the Defendant, Walkhavern Farms Ltd., which was owned by the co-Defendants, Collin and Maud Walker.

The pasture on the farm where the steer was kept had a paiged wire fencing system that had already been installed when the Walker family purchased it in 2018. Although the fencing system was not replaced, it was regularly maintained and routinely inspected for any damage requiring repair. The fence posts were also inspected to ensure that they remained stable and in good condition.

On the day of the accident, the farm team moved five cattle into a two-acre pasture. Prior to the move, the pasture fence was inspected, and the paige wire fencing was lifted back into place. The Defendants checked on the cattle multiple times throughout the day, the last time being around 5:00 pm for around an hour.

Sometime after 6:00 pm, the steer escaped and found his way onto County Road 42, roughly 1,000 feet from its pasture, at a farm just north of the Defendants' property. The steer was then struck by the Plaintiff's vehicle, and subsequently removed from the road by Collin and his son.

After the steer was removed, Collin inspected the fence and found no issues—there were no gaps, and the fence had not been pushed down. He surmised that the steer may have jumped the fence, possibly after being spooked by wildlife. The Defendants deposed that this was the first time one of their cattle escaped from the pasture, and that one had not escaped since the accident.

Position of the Parties

The Defendants argued that the Plaintiff had presented no evidentiary foundation to support his claims of negligence, breach of duty of care, or public nuisance. They relied on case law addressing the obligations of farmers and livestock escaping from fenced areas, and argued that the Plaintiff had an obligation to put his best foot forward in establishing his case.

On the other hand, the Plaintiff argued that there were issues of negligence as well as breach of duty of care in the manner the Defendants fenced the cattle into their pasture. Specifically, the Plaintiff argued that the Defendants failed to comply with government directives and known cattle management practices.

Court's Analysis of Negligence and Duty of Care

The Court concluded that the Plaintiff had not provided evidence, expert or otherwise, to form a nexus between the actions or inactions of the Defendants, and the claims of negligence, or breach of duty of care. Rather, the Plaintiff relied on the Court to make such a nexus on the evidence that the Defendants failed as cattle farmers to prevent their cattle from escaping.

The Court ultimately granted the motion for summary judgment and dismissed the action of the Plaintiff for the following reasons:

- There was no evidence presented that indicated that the size, type, length or height of the fence was inappropriate to use either as material to the fence in cattle or because of the pasture's proximity to the road.
- There was no evidence presented that the maintenance of the fence or scheduling of maintenance was improper in any way, and this was an isolated, unprecedented event.
- There was no evidence on how the steer escaped from the enclosure apart from Collin's evidence that the steer may have been spooked by wildlife and jumped the fence.
- No other cattle escaped, and there had been no similar incidents before or since the incident.

Most importantly, there was no evidence provided by the Plaintiff that contradicted the evidence as it related to the fence, the maintenance of the fence and the behavior of the cattle that were placed into a new environment by the Defendants. The only evidence put forward was presented by the Defendants.

In light of the above, the Court concluded that the mere fact that a farm animal escaped a fenced area was not enough to find the Defendants responsible in law for the escaped farm animal.

With respect to the Plaintiff's claim of public nuisance, the Court held that there was no evidence presented that the conduct of the Defendants was unreasonable in some way that resulted in the steer escaping and being on the road.

Takeaway

This decision underscores an important principle, being that the mere fact that an animal escapes does not automatically mean the farm or the owner of the animal is legally liable. Concrete evidence of negligence or unsafe conditions is necessary.

However, in order to protect against liability, it is important that farm owners maintain and regularly inspect fencing, and document inspections and any repairs.

See Ouderkirk v. Walkhavern Farms Limited et al., 2025 ONSC 2551 (CanLII), https://canlii.ca/t/kbwg3

Gabrielle Nigro

Gabrielle has a broad insurance defence litigation practice, with matters ranging from occupiers' liability, personal injury, and property damage claims. She regularly advises and defends insurers on a wide range of complex matters, bringing a practical, strategic approach to each file. Gabrielle has successfully represented clients before the Ontario Superior Court of Justice, Small Claims Court, and the Licence Appeal Tribunal.


OIAA KICK-OFF EVENT
Sponsorships Available
VIP Dance Floor Dominator
2 Available at $2,000
This includes:
• 2 free tickets to the Kick-Off
• Signage at the event
• Recognition on social media, on the OIAA website and in October's WP newsletter
• Scrolling logo on website
Thursday
October 2nd, 2025
EL MOCAMBO
464 SPADINA AVE. #462
TORONTO, ON
Tickets - $60 HST inclusive
Tickets on sale August 27
Boombox Backer
(Food Sponsorship)
2 Available at $1,000
This includes:
• 1 free ticket to the kick-off
• Signage at the event at food station
• Recognition on social media, on the OIAA website and in October's WP newsletter
• Scrolling logo on website
Rad Supporter
Unlimited Available at $500
This includes:
• Signage at the event
• Recognition on social media, on the OIAA website and in October's WP newsletter
Come dressed in your best `90's attire!

London Claims Association

PHOTOS FROM THIS YEAR'S GOLF TOURNAMENT ON AUGUST, 14, 2025

HELD AT THE BEAUTIFUL FANSHAWE GOLF COURSE

ALL PROCEEDS WENT TO ANOVA

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Ontario Insurance Adjusters Association

GET IN TOUCH

We would love to hear from you! If you have any inquiries or comments, please contact us.

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