Insurance Bureau of Canada

Instruction on Newfoundland and Labrador PPAxF TPL BI Closed Claims Study 2017

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1. Purpose

The purpose of this study is to capture the most recent available patterns and trends of PPAxF TPL-BI claims in Newfoundland and Labrador, in order to be able to study such things as:

- the impact of possible reforms on the cost of bodily injury claims
- the proportion of different injury categories across the TPL-BI claims
- the correlation between claimant injury and settlement amount
- the correlation between claimant injury and settlement duration
- the distribution of the settlement amount across different heads of damage

2. Sample Definitions

The survey sample is defined as the following and should be selected and reported accordingly:

- It includes Private Passenger excluding Farmers (PPAxF) automobile insurance only.
- It includes Third Party Liability (TPL) only. Claims covered by the Uninsured Motorist or Underinsured Motorist coverage are excluded in this survey.
- It includes bodily injury (BI) claims only. Claims on property damage are excluded in this survey.
- It includes automobile insurance policies issued in the province of Newfoundland and Labrador (NL) only.
- It includes direct written policies only. Claims arising on assumed policies from other insurance companies are excluded in this survey.
- It includes closed claims only. For a TPL-BI claim to be closed, **all** claimant files under the same policy and arising from the same automobile accident occurrence must be closed. A claim may have one or more claimants. Claimant files become closed when all direct basis reserves (i.e. excluding any industry pool or reinsurance recovery reserves), including any for allocated loss adjustment expense become zero, which should be expected to happen once a court/arbitration/mediation decision is in effect, or, a settlement agreement has been signed by both parties, or, a full release has been signed by the claimant or their representative, and all allocated loss adjustment expenses have been paid.
- Claimant settlement date is defined as the date when a specific claimant file became closed.
- Claim settlement date for a TPL-BI claim is defined as the latest date when **all** the claimants in the same claim become closed.
- All settlement amounts must be reported on a direct basis. Collateral payments and subrogation recoveries should be included if they reduce the automobile insurance settlement. The reduced automobile insurance settlement amount should be reported in this survey. Recoveries from industry pools or reinsurance are not included in this survey even if they reduce the actual payment of the participating insurance company. The settlement amount does not include the insurer's internal Allocated Loss Adjustment Expense (ALAE) which should be reported separately in the attached reporting template.

3. Sample Size, Reporting Companies and Representing Market Share

This survey is designed to collect a total of around 2,000 rated PPAxF TPL-BI claimant cases closed between July 1, 2016 and June 30, 2017. It is assumed that the average TPL-BI claims duration from the date of accident to the claim closure date is approximately four to five (4 - 5) years, so the majority of the selected claimants should have their accident dates in 2012. Based on GISA exhibit AUTO0002-ATL 2016 there were 2,066 PPA TPL-BI claims in Newfoundland and Labrador in 2012. Assume a claimant to claim ratio of 1.2, there were a total of 2,479 claimants in 2012 which are expected to be closed between July 1, 2016 and June 30, 2017. However, this expected number of claimants will be reduced by the following factors.

The companies selected to participate in this survey are the six (6) largest underwriters of the PPAxF insurance and the largest Facility Association service carrier in Newfoundland and Labrador in 2012. Combined, these companies represent 93.56% of the PPAxF insurance market in Newfoundland and Labrador. Due to this company selection the expected number of claimants will be reduced to 2,320 (=2,479 x0.9356).

Based on IBC's experience with past closed claim studies, around 15% of the eligible claimants may be excluded from the study due to data quality issues, missing claimant files, etc. So overall we expect 1,972 (=2,320x0.85) +/- claimants being reported at the end of this study. If the actual reported number of claimants is significantly below this expected target, IBC would ask participating companies to report additional claimant files to fill the gap.

4. Claimant Selection and Reporting

Each participating company should select and report on claimant cases in the following way:

1. Select the time frame between July 1, 2016 and June 30, 2017.
2. Locate all the PPAxF TPL-BI ***claims*** (not claimants) which became closed within this time frame. The closed claim files including all their claimants' files should be complete and available for reporting purposes. Exclude claims and claimants within claims which closed with zero indemnity payment and zero allocated loss adjustment expense, but include claims and claimants which closed with zero indemnity amounts but non-zero allocated loss adjustment expense.
3. Report the required ***claimant*** and settlement information in the attached data collection template labeled "claimant". Each claimant should be reported in a single row. All claimants' files within the same claim should be reported in consecutive rows with the same policy/claim ID but different claimant ID.
4. All cells in the row must include a response corresponding to the requested data.
5. Submit the completed "claimant" data collection template to IBC.
6. Maintain all the working materials and claimant files on site for eventual verification from IBC. Please do not dispose any of the materials until IBC notifies you to do so.

5. Timeline

October 2017

Participating companies are expected to begin identifying and reporting on claimants' files.

At the beginning of this phase, IBC will provide these instructions and a data collection template in Excel to each participating company. IBC will also provide training sessions to all staff responsible for data entry as identified by

each company. Each session will provide instruction on the identification of closed claims, data to be reported and specific data quality standards as outlined below and on the data collection template.

Throughout the data collection process, IBC will provide continuous support. Companies are encouraged to submit their first 25 claimant files to IBC for review to identify any data quality issues early and provide appropriate feedback.

January 2018

Participating companies should submit their completed "claimant" data collection template.

February 2018

IBC will review each completed template for data quality and contact participating companies with any questions concerning their specific data.

March 2018

IBC will provide the complete data set to the consulting actuary for summary and analysis.

6. Survey Template

Participating companies should report all selected claimants using the attached survey template. The template is in Excel and includes one [1] reporting sheet, one [1] injury definition sheet and one [1] type of use definition sheet. Each selected claimant should be reported in one [1] row in the reporting sheet "claimant". It includes 29 questions. All questions should be answered as instructed below. In case of any questions, please call IBC staff. Contact information is provided at the end of this instruction.

#1 IBC Company Number

Please use the company number under which the company reports its ASP data to IBC.

#2 Company Policy Identification Number

Please report the policy number under which the PPA TPL-BI coverage is provided.

#3 Company Claim Identification Number

Please report the claim number under which the reported claimant is filed. There could be multiple claimants filed under one [1] claim number. All claimants under the same claim should have the same claim ID.

#4 Claim Settlement Date, Numeric 8, Right Justified, YYYYMMDD

This is the date when all claimants of a claim are settled. It is the same as the settlement date of the last claimant of a claim. All claimants under the same claim should have the same claim settlement date. If there is at least one [1] unsettled claimant of the claim, all the claimants of this claim should be excluded.

#5 Company Claimant Identification Number, Numeric 2, Right Justified

Please report the claimant number under which the reported claimant is identified under one [1] claim. Please note one [1] claim may have multiple claimants. Each claimant should have a unique claimant identification number within the same claim ID reported under #3.

#6 Claimant Settlement Date, Numeric 8, Right Justified, YYYYMMDD

This is the date when the claim of a specific claimant is settled (closed). This date should be on or before the date reported under #4.

#7 Accident Date, Numeric 8, Right Justified, YYYYMMDD

#8 Accident Location, Character 2, Right Justified

NL= Newfoundland and Labrador, NB = New Brunswick, NS = Nova Scotia, PE = Prince Edward Island, QC = Quebec, CA = Remainder of Canada, US = United States, AE = anywhere else

#9 Claimant Date of Notice of Claim, Numeric 8, Right Justified, YYYYMMDD

#10 Claimant Year of Birth, Numeric 4, Right Justified, YYYY

#11 Claimant Male/Female, Character 1, Right Justified

M = Male or F = Female

#12 Claimant Marital Status, Character 1, Right Justified

Y = married, including common law partner or N = not married

#13 Claimant Employment Status, Character 1, Right Justified

Y = employed (all paid work including part-time and self-employed) and N = not employed

#14 Claimant % Degree of Innocence, Numeric 3, Right Justified, No % Sign

Your assessment of the percentage of innocence of this claimant in the accident (e.g. complement of percentage reduction in damages based on contributory negligence, when relevant; must be between 1 and 100)

#15 Claimant Involvement, Numeric 1, Right Justified

1 = driver of a third party vehicle, 2 = passenger of a third party vehicle, 3 = passenger of insured vehicle, 4 = pedestrian, 5 = bicyclist, 6 = others

#16 1st Party Vehicle Territory, Numeric 3, Right Justified

004 = Metropolitan St. John's including Avalon district, 005 = Bonavista and Burin, 006 = Labrador District, 007 = Remainder of province of Newfoundland and Labrador

#17 1st Party Vehicle Type of Use Class, Numeric 2, Right Justified

Please refer to the worksheet "type of use" included in the survey template

#18 Independent Medical Exam Initiated by the Insurer, Numeric 1, Right Justified

1 = Not requested
2 = Requested but not conducted

3 = Requested and conducted

#19 Claimant Legal Representation, Character 1, Right Justified

Y = Claimant represented by legal counsel or N = Claimant not represented by legal counsel

#20 Date of First Indemnity Payment, Numeric 8, Right Justified, YYYYMMDD

Date of first indemnity payment for this claimant. If there is no payment before the settlement, please insert the date of settlement

#21 Method of Settlement, Numeric 1, Right Justified

1 = Settled by parties-with or without legal counsel
2 = Settled by mediation
3 = Settled by binding arbitration
4 = Settled at pre-trial settlement conference
5 = Settled by court trial, no appeal
6 = Settled by court trial, after claimant appeal
7 = Settled by court trial, after insurer appeal

#22 Claimant Injury Profile, Numeric 1, Right Justified

0 = Claimant did **not** suffer this injury
1 = Claimant did suffer this injury

There are a total of 35 specific questions under this injury profile. **Please refer to the worksheet "injury definition" included in the survey template**. Injuries reported under this section are those relevant to the negotiation and/or payment of the claims settlement. Do not report injuries that were immaterial to the negotiated/paid settlement amounts. If there were conflicting medical opinions, select the injury relevant to the settlement; e.g. if WAD III was diagnosed by a health practitioner but an IME diagnosed WAD II and the settlement included payments for WAD II, code WAD II.

#23 *Impairment Assessment, Numeric 1, Right Justified*

0 = Claimant was **not** assessed in order to make a determination of serious impairment(s) as a result of an automobile accident
1 = Claimant was assessed in order to make a determination of serious impairment(s) as a result of an automobile accident
2 = Do not know

In Newfoundland and Labrador, it is not required to assess the claimants on their impairments as a result of an automobile accident to determine their TPL-BI benefits. If the claimant was not assessed or there is no information regarding assessment in the claimant's file, please select answer 0 or 2 accordingly. Only when an assessment is documented in the claimant's file, answer 1 should be selected.

#24 *Claimant Impairment, Numeric 1, Right Justified*

0 = **No** serious impairment
1 = **Yes** serious impairment
2 = Not assessed or do not know

Serious impairment means an impairment of a physical or cognitive function that

(a) results in a substantial inability to perform

i. the essential tasks of the plaintiff's regular employment, occupation or profession, despite the plaintiff's reasonable efforts to use any accommodation provided to assist the plaintiff in performing those tasks,
ii. the essential tasks of the plaintiff's training or education in a program or course in which the plaintiff was enrolled or had been accepted for enrolment at the time of the accident, despite the plaintiff's reasonable efforts to use any accommodation provided to assist the plaintiff in performing those tasks, or
iii. the plaintiff's normal activities of daily living,

(b) has been ongoing since the accident, and

(c) is not expected to improve substantially.

Please answer this question with 0 or 1 only when your answer to the question 23 is 1. Otherwise please select 2 as your answer to this question.

Only when the claimant's file contains a finding of serious impairment, should answer 1 be selected. Similarly, only when the claimant's file states a finding of no serious impairment, should answer 0 be selected. If there is no documentation in the claimant file regarding the outcome of an assessment to determine serious impairment, answer 2 should be selected.

If a claimant has serious impairments as a result of an automobile accident, he/she would be normally determined as having a non-minor injury based on corresponding regulations in New Brunswick and Nova Scotia.

#25 Claimant Settlement Special Damage Amounts, Numeric 7, Right Justified, whole $ without $ sign

#25-1 Past Loss of Employment Income
#25-2 Past Loss of Other Income
#25-3 Past Medical/Rehabilitation/Care (including prescription drug and transportation)
#25-4 Past Replacement Services (including Housekeeping)
#25-5 Funeral Expense
#25-6 Other
#25-7 Total Special Damage (= Sum of above 6). This is a calculated field for balancing purpose.

#26 Claimant Settlement General Damage Amounts, Numeric 7, Right Justified, whole $

#26-1 Non-Pecuniary net paid (including Pain & Suffering, Loss of Amenities, Loss of Expectation of Life, and Loss of Consortium)
#26-2 Non-Pecuniary gross amount before current deductible of $2,500
#26-3 Future Loss of Employment Income (including Loss of Competitive Advantage/opportunity)
#26-4 Future Medical/Rehabilitation/Care (including prescription drug and transportation)
#26-5 Future Replacement Services (including housekeeping)
#26-6 Other
#26-7 Total General (= Sum of above excluding 26-2). This is a calculated field for balancing purpose.

#27 Claimant Total Settlement Amount, Numeric 7, Right Justified, whole $

#27-1 Total Special (= #23-7 above). This is a carry-over field for balancing purpose.
#27-2 Total General (= #24-7 above). This is a carry-over field for balancing purpose.
#27-3 Punitive Damages
#27-4 Prejudgment Interest
#27-5 Post-judgment Interest
#27-6 Party and Party Costs
#27-7 Auto No-Fault (Section B) Offset. This number should be negative or zero.
#27-8 Total Settlement Amount (= Sum of above 7). This is a calculated field for balancing purpose.

#28 Claimant Allocated Loss Adjustment Expenses, Numeric 7, Right Justified, whole $
#28-1 Legal Fees (Internal/External)
#28-2 Independent (External) Adjuster Fees
#28-3 Expert Fees (including Medical)
#28-4 Other
#28-5 Total ALAE (= Sum of above 4). This is a calculated field for balancing purpose.

#29 Claimant Auto No-Fault (Section B) Benefits, Numeric 7, Right Justified, whole $
#29-1 Medical and Rehabilitation Benefits
#29-2 Income Replacement Benefits

TPL-BI insurers may not know the section B benefits a TPL-BI claimant receives from his/her own insurer. In this case please insert UK (=unknown) in these fields. Only when reliable information on claimant section B benefits is available on file, please insert the benefits amount accordingly.

#30 Claimant Minor Injury Determination, Numeric 1, Right Justified
#30-1 Based on New Brunswick Minor Injury Regulations
0 = Not minor injury
1 = Yes minor injury
2 = Do not know
#30-2 Based on Nova Scotia Minor Injury Regulations
0 = Not minor injury
1 = Yes minor injury
2 = Do not know

This is a hypothetical question asking for an after the fact judgment whether the claimant would be determined of having a minor injury in the scenario if the claimant would be adjusted under the New Brunswick / Nova Scotia regulations based on a closed claim file for a claimant in Newfoundland and Labrador.

The minor injury regulation in New Brunswick can be found in:

http://laws.gnb.ca/en/showfulldoc/cr/2003-20/#anchorga:l_2

The minor injury regulation in Nova Scotia can be found in:

https://novascotia.ca/just/regulations/regs/iminor.htm

The underlying claim file may not provide sufficient information for a claim adjuster to make this determination. Reporting companies are cautioned not to answer this question with “yes” or “no” unless there is evidence on the file to support this judgment. Otherwise, please answer this question with “do not know”.

7. IBC Contact List

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February 26, 2018

Notes to Users
Regarding the Master File of the PPAxF TPL-BI Closed Claims Study
in Newfoundland and Labrador 2017

1. IBC conducted a PPAxF TPL-BI closed claims study in Newfoundland and Labrador during last quarter of 2017. The complied master file consists of 1977 reported claimant cases. This note provides users detailed background information to assist in understanding the master file data.

2. IBC created the attached NL CCS instruction manual prior to the start of the study. It outlines the purpose, methodology, sample selection, timeline, detailed questions and definitions for the study.

3. The study started in October 2017 when IBC distributed the instruction manual and data collection template to all selected reporting companies.

4. In October 2017 IBC also conducted three training sessions for more than 40 staff from all reporting companies. Throughout the data collection and verification process, IBC had two dedicated, experienced staff providing continuous guidance and support to the reporting companies and their staff.

5. IBC performed rigorous data quality checks before accepting the reported data into the master file. This includes the following data elements:

    a. Accident date: There is no limit for this date.
    b. Claimant date of notice of claim: This date should be on or after the accident date, and within two years after the accident date. There are a few cases where the notice dates are more than two years after the accident date. Companies reported that claimants' lawyers may obtain an extension order from the court to overwrite the two years limitation rule, even without notifying the relevant insurance companies. One such case involved a claimant who was minor at the time of the accident. The court extended the claim period until the claimant reached 18 years of age.
    c. Date of first indemnity payment: This date should be on or after the date of notice.
    d. Claimant settlement date: This date should be on or after the date of first payment. However, there are many cases where the date of first payment is shortly after the claimant settlement date. Companies reported that sometimes they ask the claimant to sign a release before making the payment. This is reasonable and acceptable.
    e. Claim settlement date: This date should be the same as the claimant settlement date if there is only one claimant in the claim. In cases of multiple claimants, this date should be the latest date among all claimant settlement dates in the same claim.

f. Claim settlement date (Cont): In the study instruction the claim settlement date is set between July 1, 2016 and June 30, 2017. However, some companies could not find sufficient numbers of claimant files within this time frame to reach their target number as provided in the instructions. In this situation IBC extended the time frame to between Jan 1, 2016 and Dec 31, 2017. This was necessary to obtain a sufficient number of claimant files to reach the study target.
g. Claimant ID number: In cases of multiple claimants within a single claim, this ID should be unique for each individual claimant in order to distinguish different claimants.
h. Accident location: Most of the reported accidents occurred in Newfoundland and Labrador. There are a few in US and Canada outside of NL.
i. Claimant employment status: A claimant's employment status is cross referenced with the past loss of employment income based on the assumption that the claimant should have been employed at the time of the accident in order to receive the payment. However, there are a few cases where past loss of employment income was paid while the claimant was not employed at the time of the accident. Companies reported that past income loss can also be paid on potential employment. One case involved a 16 year old claimant who, at the time of accident, was not employed. In this case past loss of income was paid on the basis that he potentially could be employed had there been no accident with injury. IBC agreed and accepted this explanation.
j. Claimant degree of innocence: For a claimant to be entitled for compensation, this should be greater than 0. However, in a few cases, the reported degree of innocence was 0. Companies confirmed these were nuisance claims where they opted to pay the demanded amount including party to party costs instead of defending the claim at a potentially higher cost. IBC accepted these cases into the master file.
k. Injury profile: Each claimant should have at least one reported injury. There are a few cases where no injuries being reported. Companies confirmed these were nuisance claims, see explanation in section i.
l. Impairment assessment and impairment: Most claimants were reported as either no assessment (0) or do not know (2) with respect to assessment for serious impairment and, correspondingly, do not know (2) regarding the impairment outcome question. Some claimants were reported as yes assessment (1). Companies reported these assessments were for various purposes but did provide an indication of the claimants' impairment. Companies also confirmed claimants reported as having impairment (1) does not necessarily mean the impairment meets the serious impairment definition as defined in NB and NS. IBC accepted the reported data in these two fields. Users are cautioned not to interpret the reported impairment outcome as fully equivalent to the NB/NS definitions.
m. Special damage – other: Some companies initially reported reimbursements for claimant medical assessments under this heading. For clarification, IBC issued a notice to all reporting companies indicating that reimbursement for medical assessments should be reported under "Party to Party costs". However, there may still be some misplacements in the master file.
n. Non-pecuniary loss: There are some cases where the non-pecuniary net paid is zero. In these cases the non-pecuniary gross before deductible was also reported as zero. Upon request reporting companies explained the normal practice is to assess these two numbers at the same time.

o. Auto no fault offset: Some claimants have positive amounts reported under this heading. In NL, there is an obligation for the BI insurer to reimburse the underlying AB payments to the BI claimant if the first party insured does not have AB coverage. AB coverage is not mandatory in NL. All positive amounts reported under this head are so called AB-subrogation.
p. Total settlement amount: IBC checked for consistency between the reported injuries and the total settlement amount. Overall, we found that the settlement for minor injuries in NL is generally higher than some other provinces where similar studies were conducted in the past few years. There are some abnormal cases, e.g. severe injuries with low settlement and vice versa. IBC requested explanations from companies and these are included in the “Notes” section at the end of the master file.
q. Total settlement amount (Cont): There are a few cases where the total settlement amount is zero and the ALAE positive. According to the study instruction manual, these cases met the inclusion criteria and were accepted into the master file.
r. Total settlement amount (Cont): There is one case where the total settlement does not include any indemnity payment to the claimant but only “Party to Party cost”. Upon request from IBC reporting company confirmed that the insurer did not have any obligation to pay indemnity to the claimant but agreed to pay a small amount of the “Party to Party cost” to close the claim and minimize the overall claim adjustment cost. IBC accepted this case into the master file.
s. Total ALAE: IBC also checked the proportion between ALAE and the total settlement. There are a few abnormal cases where ALAE is higher than the settlement. Companies provided explanations which are found in the “Notes” section.
t. Section B benefits: IBC is not able to verify the numbers being reported in this section. All the data in these two fields were accepted as originally reported. There is no reported case where BI settlement was offset by underlying AB coverage payment.
u. Minor injury NB/NS: IBC is not able to verify the responses reported in this section. All the data in these two fields were accepted as originally reported.
v. Exclusions: IBC has excluded some claimant cases for the following reasons: duplicated cases, cases with settlement date before Jan. 1st, 2016, policy issued outside of the province NL, UIM claims, and non-PPV claims.

6. Despite IBC’s best effort to collect 2000 claimant cases, even by extending the study time frame for a few reporting companies as mentioned under 5.f, the actual master file only includes 1977 claimant cases. For various reasons, some invalid claimant cases were excluded, as mentioned above, shortly before compilation of the master file. Due to the rigorous time line set for this study, there was no time for IBC and/or the reporting companies to allow for additional data collection and verification to fill this gap. For this reasons IBC has opted to present 1977 cases within the time line set for the study.

7. Despite IBC’s best effort to ensure the data integrity before accepting claimant cases into the master file, this is not an audit process. IBC had no access to any supporting documentation or paper files. Users are cautioned in their interpretation of the data in the master file, especially as:

   a. The injury profile may not be understood and reported in a consistent manner across all reporting companies

b. The reported impairment assessment section may not be fully consistent with the current rules and definitions applicable in NB/NS.
c. The reported section B benefits may not be complete.
d. The reported minor injury NB/NS is based on retrospective judgements of the reporting staff and may not be consistent across all reported companies and with the respective regulations applicable in NB/NS.

→***Injuries reported*** under this section are those ***relevant to*** the the negotiation and / or payment of the ***claims settlement***. **Do not report injuries** that were **immaterial** to the negotiated settlement amounts. If there were **conflicting medical opinions**, select the **injury relevant to the settlement payments made**; e.g. if WAD III was diagnosed by a health practitioner but an IME diagnosed WAD II and the settlement included payments for WAD II, code WAD II.

→If there are multiple significant injuries that relate to one injury, code the most severe injury. **Example:** If neck fracture with spinal cord injury - code only *"Spinal cord injury (SCI) Quadriplegia" (column 22-2*).

→If there are multiple significant, but unrelated injuries, code all significant injuries.**Example:** Amputation of leg + fracture of humerus - code "*Amputation - major member" (column 22-4* + "Fracture - Other" (column - 22-9)

Column No.	Injury Type	Description	Class 1 Minor unless assessed as having serious impairments	Class 2 Minor or Non-Minor dependent on the injury and the resulting impairment	Class 3 Non-Minor
22-1	**Deceased**				x
22-2	**Spinal Cord Injury (SCI) Quadriplegia:** Quadriplegia, complete or incomplete	This includes complete and incomplete quadriplegia, with or without associated neck fracture/dislocation/compression. Incomplete refers to partial motor and sensory loss. Complete refers to full motor and sensory loss.			x
22-3	**Spinal Cord Injury (SCI) Paraplegia or Hemiplegia:** complete or incomplete	Includes complete and incomplete paraplegia, with or without associated thoracic or lumbar fracture/dislocation/compression. Involves paralysis of the legs and lower part of the body. Hemiplegia refers to paralysis of one side of the body. **Exclude:** Hemiplegia as a result of brain injury should be reported under column 22-31			x
22-4	**Amputation - major member.** Amputationof or permanent loss of use of a major member (ie. leg, foot, arm, hand)	Loss of limb or part of limb. **Exclude** loss of fingers, toes, nose, ear, etc (see column 22-5)			x
22-5	**Amputation - other** Amputation of or permanent loss of use of any other body part	e.g. Toes, fingers, etc. **Exclude** loss of limb such as arms, legs (see column 22-4)			x
22-6	**Permanent loss of a sense**	(e.g. sight, hearing, smell, taste, touch)			x
22-7	**Internal organ injury**	e.g. lung, heart, liver, reproductive organs, loss of spleen, kidney damage, gastrointestinal injury associated with loss of bowel			x
22-8	**Fracture - significant weight-bearing leg/foot bone(s) & pelvis.**	Includes fracture of the leg; i.e. femur/tibia/fibula/heel - calcaneous or talus) **and/or** pelvic fracture (ilia, sacrum, coccyx, pubic bone). **Exclude:** Bones of the foot such as tarsal or metatarsal bones (see column 22-9); Spinal fractures with SCI (See columns 22-2 & 22-3); and Spinal fractures without SCI (see columns 22-16 and 22-20).			x
22-9	**Fracture - Other**	Fractures of bones other than weight-bearing bones. E.g. Arms, hands, fingers, ribs, collar bone. **Exclude:** Jaw fractures if associated with TMJ (column 22-27); Pelvic fractures (column 22-8)		x	
22-10	**Permanent disfigurement or scarring**	This may be caused by the injury itself or be the result of surgery made necessary by the injury.			x
22-11	**Laceration(s):** Serious	This refers to a severe cut that may or may not result in disfigurement. There may be temporary or permanent nerve damage i.e. loss of sensation and/or function. Loss of sensation or function may be complete or incomplete. **Exclude:** Minor lacerations (see column 22-35)			x
22-12	**Burns:** Serious burn(s)	A serious burn is one that usually requires admission to a medical treatment facility. It usually takes more than three weeks to heal spontaneously. It usually results in permanent disfigurement or scarring.			x
22-13 - 16	**Neck (Spinal) Injuries without spinal cord involvement**	This may be referred to using the following terms: whiplash, whiplash associated disorder (WAD), a cervical strain, soft tissue injury (STI), etc. This injury group is divided into **three categories** according to the severity of the injury - mild, moderate and severe. **Choose the level of severity that best decribes the most serious injury sustained** by the claimant.			
22-13	**Neck Injury - WAD I**	**WAD I - Neck symptoms only** May include complaints of pain in the neck (one or both sides), stiffness, and tenderness. There are no objective physical signs. Symptoms may be delayed hours or to the next day. Resolution is expected to start in days. Recovery to usual activities is usually in six weeks or less.	x		
22-14	**Neck Injury - WAD II**	**WAD II - Neck symptoms and musculoskeletal signs** Symptoms usually include pain in the neck, one or both sides, and there may be pain in the arms. These start within minutes to a few hours. Signs include muscle spasm and /or decreased range of motion. X-rays may show spasm. Resolution may linger for months, but most resolve in ninety days.	x		

22-15	**Neck injury -WAD III**	**WAD III - Neck complaints and neurological signs** These may include absent reflexes, weakness and sensory deficits. Symptoms usually start immediately. Radiating shoulder and arm symptoms soon follow. Neurological deficits are found on examination. These symptoms may linger for months and there may be recurrences or chronic symptoms. Medical aid treatment may be required for up to one year.			x
22-16	**Neck injury - WAD IV (including fracture and without SCI)**	**WAD IV - Neck complaints and fracture or dislocation** In this case there is a fracture or displacement of cervical vertebrae. Symptoms can start instantly. Neck weakness can be found. Radiation of symptoms to shoulder and arms are variable. The eventual outcome is variable ranging from complete recovery to long-term complications. **Exclude:** neck fracture with spinal cord injury (column 22-2)			x
22-17 to 20	**Back (Spinal) injury without spinal cord involvement**	This includes injuries to the thoracic spine (upper back) or to the lumbar spine (lower back). Common terms to describe these injuries include soft tissue injury (STI), mechanical back pain, musculoligamentous injury, etc. Again, this injury group is divided into **three categories** according to the severity of the injury - mild, moderate and severe. **Choose the level of severity that best decribes the most serious injury sustained** by the claimant.			
22-17	**Back injury - Grade 1**	**Grade 1 Back Injury - Back symptoms only** May include complaints of pain in the back (uppaer and/or lower), stiffness, and tenderness. There are no objective physical signs. Symptoms may be delayed hours or to the next day. Resolution is expected to start in days. Recovery to usual activities is usually in six weeks or less.	x		
22-18	**Back injury - Grade 2**	**Grade 2 Back Injury - Back symptoms with musculoskeletal signs -** Symptoms include complaints of pain in the back (upper and/or lower) with stiffness or tenderness. There may be buttock and/or leg pain. Symptoms may start within minutes or be delayed for hours or even the next day. Physical exam may show decreased range of motion and spasm. Resolution may start within days with most returning to usual activities in 90 days.	x		
22-19	**Back injury - Grade 3**	**Grade 3 Back Injury - Back complaints and neurological signs -** This may include absent reflexes, weakness and/or sensory disturbances. Symptoms usually start immediately. Pain often radiates below the knee into the calf and/or foot. Symptoms may linger for months and there may be recurrences or chronic symptoms. Treatment may be required for up to a year. This will include disc injuries. Terms used in diagnoses include sciatica, nerve root impingement, disc prolapse, etc.			x
22-20	**Back injury - Grade 4 (including fracture and without SCI)**	**Grade 4 Back Injury - Back complaints and fracture or dislocation –** Symptoms can start instantly. There may or may not be disc injury or nerve root impingement. Radiation of symptoms to the legs is variable. Again the eventual outcome is variable ranging from full recovery to long-term complications.**Exclude:** back fracture with spinal cord injury (column 22-3)			x
22-21	**Knee injury - Minor**	This includes soft tissue injuries (sprains & strains) such as meniscal tears, strains of collateral or cruciate ligament, patello-femoral syndrome and muscle sprains (e.g. quadriceps or hamstrings).**Minor** injuries respond to conservative management with complete resolution in one year or less.	x		
22-22	**Knee injury - Non-Minor**	**Non-Minor** injuries refer to those that do not completely resolve within one year and to those that require operative intervention. This may include dislocation of the knee, complete tears/rupture of ligaments and complete tears/rupture of muscles or tendons. Exclude fractures (see column 22-8)			x
22-23	**Shoulder injury - Minor**	This includes soft tissue injuries (sprains & strains) such as rotator cuff strains and tears, acromio-clavicular strains, frozen shoulder, bursitis, tendonitis, etc. **Minor** injuries respond to conservative management with complete resolution in one year or less.	x		
22-24	**Shoulder injury - Non-Minor**	**Non-Minor** injuries refer to those that do not completely resolve within one year and to those that require operative intervention. This may include dislocation of the shoulder, complete tears/rupture of ligaments and complete tears/rupture of muscles or tendons.			x
22-25	**Other Joint Injury - Minor**	This includes soft tissue injuries (sprains & strains) to the elbow, wrist, hip,ankle, etc. Other terms used include bursitis and tendonitis. **Minor** injuries respond to conservative management with complete resolution in one year or less.	x		
22-26	**Other joint injury - Non-Minor**	**Non-Minor:** those that do not completely resolve within one year and to those that require operative intervention. May include joint dislocation, complete tears/rupture of ligaments and complete tears/rupture of muscles or tendons.			x
22-27	**Temporomandibular joint (TMJ) dysfunction with jaw fracture**	May impede chewing, affect speech, cause lower facial deformity, and produce pain.			x
22-28	**Temporomandibular joint (TMJ) dysfunction without jaw fracture**	May impede chewing, affect speech, cause lower facial deformity, and produce pain.		x	
22-29	**Chronic pain syndrome**	A term given to **longstanding complaints** of trauma-induced discomfort and pain, **including Fibromyalgia**, that have persisted beyond the expected healing times and have resisted more conservative and traditional health care intervention strategies. Pain has lasted at least six months. **It is important to differentiate from chronic pain due to an unresolved or permanent localized injury.**		x	

22-30	**Psychological/emotional injury**	This will include such diagnoses as post-traumatic stress disorder, depression, anxiety, insomnia.**N.B.** These diagnoses must be supported by documentation from a Psychologist, Psychiatrist or Physician.		x	
22-31	**Concussion and/or Mild Traumatic Brain Injury**	This refers to a head injury where there is post-traumatic loss of consciousness lasting less than 24 hours (usually much less). The individual is rarely unresponsive. This injury is of minor significance, although there may be minor deficits in memory, concentration, attention, and perception lasting up to three months. Diagnosis must be made by a physician, psychologist or psychiatrist.		x	
22-32	**Post concussion syndrome**	A constellation of symptoms that may affect individuals following a concussion or mild head injury. Smptoms last beyond three months of the injury and may include persistent headaches, fatigue, balance disturbances, irritability impaired memory and concentration, etc. The cause of the condition is unknown and it may persist for months or years. It does not respond well to any kind of treatment. **Exclusion**: Do not code **Concussion and/or Mild Traumatic Brain Injury (21-30)**			x
22-33	**Permanent brain injury**	This condition occurs as the result of a head injury. It is the result of physical damage to the brain tissue. In this condition there is permanent impairment in the mental and emotional processes and their functioning. It imposes restrictions on the client's ability to carry out the activities of daily living.			x
22-34	**Minor laceration(s), contusion(s) or bruise(s), burn(s), or just "shaken up"**		x		
22-35	**All other injuries**			x	

Class	Definition
Class 1	This class includes reported single injury or multiple injuries in the sameclass that are assumed to be minor unless the claimant is assessed and deemed to have a serious impairment based on the respective definition in NB/NS. If there is a finding of serious impairment, the overall injury determinationwill be deemed to be non-minor.
Class 2	This class includes reported injury(ies) which may be minor or non-minor injury depending on the severity of the injury itself and the resulting impairment(s) experienced by the individual claimant. If the injury is deemed non-minor or there is a finding of serious impairment, the overall injury determination will be non-minor.
Class 3	This class includes reported injury(ies) which are assumed to be non-minor and do not require a claimant undergo an serious impairment assessment.

Priority
If a claimant has multiple injuries across various classes, following rules can be used to determine the overall injury severity of this claimant:
1. If one or more injuries being reported in class 3, the claimant has non minor injury regardless of whether injuries are reported in the class 1 or 2.
2. If no injury is reported in class 3, and at least one of the injury in class 1 or 2 is determined to be non minor, then the claimant has non minor injury.
3. If no injury is reported in class 3 and no injury in class 1 or 2 is dettermined to be non-minor, then the claimant has minor injury