

# COURT OF APPEAL FOR BRITISH COLUMBIA

Citation: *Brar v. Feng*,  
2023 BCCA 418

Date: 20231117  
Docket: CA48551

Between:

**Surinder Kaur Brar**

Appellant  
(Plaintiff)

And

**Jack Feng**

Respondent  
(Defendant)

Before: The Honourable Madam Justice MacKenzie  
The Honourable Madam Justice Fenlon  
The Honourable Mr. Justice Voith

On appeal from: An order of the Supreme Court of British Columbia, dated  
September 6, 2022 (*Brar v. Feng*, 2022 BCSC 1719,  
New Westminster Docket S231912).

Counsel for the Appellant: B.J. Yu

Counsel for the Respondent: E. LeDuc  
J.A. Morris

Place and Date of Hearing: Vancouver, British Columbia  
November 7, 2023

Place and Date of Judgment: Vancouver, British Columbia  
November 17, 2023

**Written Reasons by:**

The Honourable Madam Justice MacKenzie

**Concurred in by:**

The Honourable Madam Justice Fenlon  
The Honourable Mr. Justice Voith

**Summary:**

*The appellant claimed Part 7 insurance benefits from ICBC following a motor vehicle accident. Her claim was handled by the respondent, an ICBC claims examiner. Rather than sue ICBC, the appellant sued the respondent personally for various causes of action, including a claim of acting in bad faith in connection with failing to respond to emails regarding her claim to Part 7 benefits. The chambers judge struck out the appellant's notice of civil claim for a failure to disclose a reasonable claim, interpreting ss. 30(2) and (3) of the Insurance Corporation Act, R.S.B.C. 1996, c. 228, as barring the appellant's claim against the respondent personally. The appellant argued the judge erred in his statutory interpretation analysis and that s. 30(3) allows actions against individuals where a plaintiff alleges breaches of good faith.*

*Held: Appeal dismissed. Subsection 30(2) prohibits actions against persons other than ICBC where the action is to enforce a claim or right in relation to the operations carried on under the Act or any insurance plan established under any Act. Subsection 30(3) bars an action in respect of any other act or omission done in good faith in connection with the administration of carrying out of the Act or any insurance plan established under any Act. Subsection 30(3) does not create an exception to s. 30(2) for breaches of good faith. Here, the action against the respondent was to enforce a claim or right to Part 7 benefits in relation to the operations carried on under the Act or any insurance plan established under the Act. Accordingly, the appellant must bring her claim against ICBC.*

**Reasons for Judgment of the Honourable Madam Justice MacKenzie:****Introduction**

[1] The appellant, Surinder Kaur Brar, was involved in a motor vehicle accident. The respondent, Jack Feng, was the Insurance Corporation of British Columbia ("ICBC") claims examiner who reviewed the appellant's claim for insurance benefits.

[2] The appellant sought damages from the respondent for a variety of causes of action in relation to the provision of no-fault accident benefits under the *Insurance (Vehicle) Act*, R.S.B.C. 1996, c. 231, and Part 7 of the *Insurance (Vehicle) Regulation*, B.C. Reg. 447/83 ("Part 7 benefits").

[3] The appellant appeals an order of the Supreme Court of British Columbia striking out her notice of civil claim pursuant to Rule 9-5(1)(a) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 [the "Rules"] for failure to disclose a reasonable

claim. The judge determined that the appellant's claim could not be brought against the respondent personally, and instead must be brought against ICBC.

[4] Although the appellant alleged several causes of action, this appeal only concerns the judge's decision to strike the bad faith claim against the respondent. This, in turn, depends on whether the appellant's claim was barred by ss. 30(2) and (3) of the *Insurance Corporation Act*, R.S.B.C. 1996, c. 228 [Act]. Those subsections provide:

**Limitation of actions**

30 (1) ...

(2) No action or other proceeding lies against any person other than the corporation for the purpose of enforcing a claim or right in relation to the operations engaged in or carried on under this Act or any insurance plan established under any Act.

(3) No action or other proceeding whatever may be commenced against a person in respect of any act or omission done in good faith in connection with the administration or carrying out of this Act, regulations or any insurance plan established under any Act.

[Emphasis added.]

[5] In my view, the chambers judge was correct to interpret ss. 30(2) and (3) to require that the appellant's action be brought against ICBC, and not against the respondent. Subsection 30(3) does not create an exception to s. 30(2). Instead, s. 30(3) bars actions other than those falling within s. 30(2) brought to enforce a claim or right if that other action relates to an act or omission done in good faith. Because the appellant's claim concerns the enforcement of a claim or right in relation to an insurance plan, it is caught by s. 30(2). Accordingly, for the reasons that follow, I would dismiss the appeal.

**Background**

[6] ICBC is a Crown corporation continued under the Act.

[7] The appellant was an "insured" under the *Insurance (Vehicle) Act* in relation to the motor vehicle accident on November 25, 2018.

[8] On October 21, 2020, the appellant commenced an action against the respondent, seeking damages for negligence, “tortious conduct”, bad faith, intentional inducement of breach of contract and intentional interference with contract in relation to his handling of her claim for Part 7 benefits.

[9] The allegations in the appellant’s notice of civil claim and further particulars (set out in “Part 1: Statement of Facts” and the “Particulars of Bad Faith”, are attached as an appendix to these reasons. In summary, the appellant alleged:

1. Mr. Feng is a Claims Examiner employed by ICBC.
2. By policy of insurance, ICBC agreed to provide Ms. Brar with no-fault accident benefit coverage pursuant to Part 7 of the *Insurance (Vehicle) Regulation*.
3. Mr. Feng “had the responsibility of administering the Plan of Insurance”.
4. It was a fundamental term of the policy that ICBC and Mr. Feng would act in the utmost good faith and fair dealing pursuant to the contract.
5. Mr. Feng arbitrarily and capriciously failed to promptly assess and pay the respondent Part 7 benefits, and acted unfairly, unreasonably, negligently, has tortiously interfered with the contract between Ms. Brar and ICBC, and breached his duty of utmost good faith to Ms. Brar.
6. Mr. Feng’s “bad faith” conduct was in failing to respond to correspondence in 2019 and 2020 in relation to the handling of Ms. Brar’s claim for Part 7 benefits.

[10] The respondent applied under Rule 9-5(1)(a) to have the claim struck and the action against him dismissed on the basis that s. 30(2) of the *Act* permitted the appellant to bring her claims in negligence or bad faith against ICBC, but it barred her claims against the respondent personally.

**The Chambers Judgment (2022 BCSC 1719)**

[11] The judge agreed with the respondent.

[12] In relation to the appellant's claims in negligence, "tortious conduct," and bad faith, the judge held that the claim could only be brought against ICBC in accordance with s. 30(2):

[10] During oral argument, plaintiff's counsel acknowledged that the claims in negligence are barred by s. 30(2) and further agreed that the allegation of "tortious conduct" adds nothing to the plaintiff's claim. So, the issue comes down to whether the claims in bad faith are barred by s. 30.

...

[14] Read in their entire context in their grammatical and ordinary sense, the words of subsection (2), in my view, require that any action in relation to the insurance coverage provided by ICBC must be brought against the corporation. This, in my view, includes an allegation of a breach of the duty of good faith, so long as it is in relation to the insurance coverage provided by ICBC. The Legislature of British Columbia has decided that claims of that nature in this jurisdiction can only be brought against the corporation.

[15] Subsection (3) further bars other claims (that is, claims that do not relate to insurance coverage) if they are in respect of an act or omission done in good faith. Thus, as held in *NO. 1 Collision* [*NO. 1 Collision v. ICBC*, 1994 CanLII 1613 (BCSC)], neither subsection (2) nor subsection (3) would bar an action for wrongful conduct outside the handling of an ICBC claim.

[16] In my view, there are no material facts pleaded in the notice of civil claim of unlawful conduct by Mr. Feng outside his handling of an ICBC claim.

[17] Nothing in the notice of civil claim or the proposed particulars of bad faith takes the alleged facts of this case outside of Mr. Feng's handling of the plaintiff's claim for part 7 benefits. The proposed particulars of bad faith do not advance a claim of wrongful conduct in relation to something other than Mr. Feng's handling of the plaintiff's claim.

[18] So, for those reasons, in my view, the claims of bad faith, or, if you will, the allegation of a breach of the duty of good faith, can only be brought against the corporation in accordance with ss. 30(2).

[13] The judge also struck the appellant's claims of intentional inducement of breach of contract and intentional interference with contract (paras. 19–22). That aspect of the judge's decision is not appealed.

[14] The judge concluded the notice of civil claim failed to disclose any reasonable claim against the respondent. Accordingly, the judge struck out the appellant's claim in its entirety (para. 23).

[15] Finally, the judge granted the appellant leave to amend the notice of civil claim within 21 days to substitute ICBC as the sole defendant and to provide proper particulars of the alleged breach of the duty of good faith.

### **On Appeal**

[16] The sole issue on appeal is whether the judge erred in striking out the appellant's claim of bad faith against the respondent based on an erroneous interpretation of ss. 30(2) and (3) of the *Act*.

[17] The appellant asserts the judge erred by:

- a) Failing to follow the principles of *stare decisis* in declining to follow the only authority [*NO. 1 Collision v. ICBC*, 1994 CanLII 1613 (BCSC)] that considered the limitation of actions under the *Insurance Corporation Act*;
- b) Interpreting the *Act* in a manner that would result in s. 30(3) being superfluous or absurd when compared to other statutes; and
- c) Failing to distinguish between "operations" engaged in under the *Act* in s. 30(2) of the *Act*, and "administration" or carrying out of the *Act* in s. 30(3).

[18] In light of the appellant's arguments, I would reframe issue (b) above as being whether the judge erred in failing to conclude that s. 30(3) provides an exception to s. 30(2).

### **Standard of Review**

[19] Whether the appellant's pleadings disclose a reasonable cause of action and the attendant question of the proper interpretation of ss. 30(2) and (3) of the *Act* raise questions of law that are reviewable on a standard of correctness (*Canada (Attorney General) v. Frazier*, 2022 BCCA 379, at para. 21; *Teal Cedar Products Ltd.*

v. *British Columbia*, 2017 SCC 32, at paras. 3, 47, and 50; *Housen v. Nikolaisen*, 2002 SCC 33, at para. 8).

### **Principles of Statutory Interpretation**

[20] Apt for the purposes of this appeal is Justice Groberman’s explanation in *Lapshinoff v. Wray*, 2020 BCCA 31, at para. 26, that “[s]tatutory interpretation is primarily concerned with the meaning of words. Statutory interpretation begins with the words of the statute ...”. In discerning the meaning of the words of a statute, a court must apply the “modern approach” to statutory interpretation, as adopted in *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27 at para. 21:

Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.

[21] The plain meaning of the text alone is not dispositive. It must be considered alongside the “context, purpose, and relevant legal norms” (*La Presse inc. v. Quebec*, 2023 SCC 22, at para. 23).

### **The Arguments**

#### **The Appellant’s Submissions**

[22] The appellant makes numerous arguments, none of which engage the plain and ordinary meaning of the text of s. 30(2). That is, what is the plain meaning in s. 30(2) of the phrase “for the purpose of enforcing a claim or right... in relation to any insurance plan established under any Act”? I will therefore only briefly address the appellant’s submissions.

#### ***Stare Decisis and Colloquy***

[23] In support of her position that s. 30(3) creates an exception to s. 30(2), the appellant relies, in part, on an exchange between counsel and the judge at the hearing below. In particular, the appellant argues the judge formed a view contrary to *NO. 1 Collision v. ICBC*, 1994 CanLII 1613 (BCSC). The appellant argues this is a failure to abide by the principles of *stare decisis*.

[24] However, as a general matter, colloquy between a judge and counsel is not grounds for an appellate court to intervene, even if the colloquy discloses an alleged misunderstanding or misapplication of the law. An appellate court will rarely be justified in intervening on the basis of a potential misstatement of law made during a colloquy where the law has been correctly stated and applied in the reasons for judgment (*R. v. Lowry*, 2023 BCCA 60, at para. 42).

[25] Further, even if the judge had failed to consider a decision of the Supreme Court of British Columbia, it is inconsequential on an appeal addressing the correct interpretation of the statute as such decisions are not binding upon this Court.

[26] In any event, in my view, the judge did not misstate the law in his reasons. He recognised (at paras. 8, 15) that *NO. 1 Collision* involved different facts, which persuaded the judge in that case that neither the equivalent then of ss. 30(2) or (3) barred an action against the personal defendants for unlawful conspiracy to put certain stores out of business. The action was not brought to enforce a claim or right in relation to insurance (s. 30(2)), nor did it concern an act or omission done in good faith (s. 30(3)).

[27] I would decline the appellant's invitation to consider the colloquy in determining whether the judge erred in his statutory interpretation.

***Is s. 30(3) an exception to s. 30(2)?***

[28] The appellant argues that s. 30(3) of the *Act* should be interpreted as creating an exception to s. 30(2). She says s. 30(2) establishes a general bar against suing individuals. Only ICBC can be sued. But the appellant submits s. 30(3) permits a plaintiff to bring a claim of breach of good faith against individual persons other than ICBC.

[29] The appellant submits that allowing bad faith claims to be brought against individuals is consistent with other statutes that offer protections to government employees. The appellant offers the example of the two-part scheme in the *Social Workers Act*, S.B.C. 2008, c. 31, which features a general bar against suing individuals in s. 42(1), but s. 42(2) provides that "Subsection (1) does not apply to a



person referred to in that subsection in relation to anything done or omitted by that person in bad faith”. The appellant says the *Act* here is structurally analogous to statutes like the *Social Workers Act* and should be read in the same way.

[30] However, there are important differences between the *Social Workers Act* and the *Act* at issue in this appeal.

[31] The “bad faith” exception articulated in s. 42(2) of the *Social Workers Act* explicitly refers to the general bar against liability in s. 42(1). Thus, there is a clear rule-exception structure. On the other hand, s. 30(3) of the *Act* contains no reference to s. 30(2), and does not refer to “bad faith”.

[32] Subsections 30(2) and 30(3) are dual immunity provisions aimed at different types of conduct. This distinguishes them from the *Social Workers Act* and similar immunity provisions.

[33] I would not sustain this submission.

#### **“Operations” and “Administration”**

[34] Both parties say the legislature’s use of different words in ss. 30(2) and (3) — “operations” and “administration” — means those words must have a different meaning and must concern different aspects of ICBC’s activities. The parties disagree on what these words mean within the context of the *Act*. The legislature has provided no definition of either word in the *Act* or in any related statute.

[35] The appellant argues the duties of a claims examiner fall under “administration” rather than “operations”, because “administration” in this context means managing or providing benefits pursuant to the insurance policy. By contrast, “operations” means the operations of ICBC on an organizational level, such as borrowing money, preparing financial reports, and investing money, as evinced by ss. 18, 23, and 29 of the *Act*.

[36] The appellant observes that these sections are all found under Part 1 of the *Act*, which is titled “Operation of Corporation.” The appellant contends that the

respondent's actions as a claims examiner are unlike ss. 18, 23, and 29, but rather are administrative in character.

[37] The appellant also relies on definitions of these terms from unidentified sources to sustain her interpretation. According to the appellant, "operation" means "an act or instance, process, or manner of functioning or operating". "Administration" means "the management of any office, business, or organization; direction; the duties or an administrator in exercising the functions of the position". These definitions are difficult to distinguish for present purposes.

[38] The definitions in the *Oxford English Dictionary* (online: [www.oed.com](http://www.oed.com)) are of no greater assistance. "Operations" is defined as "the condition of functioning, or being operative or active. "Administration" is "the action of carrying out or overseeing the tasks necessary to run an organization, bring about a state of affairs." These definitions and those offered by the appellant have no helpful distinction between them relating to the provisions in question.

[39] The appellant also relies on *Asselstine v. Manufacturers Life Insurance Co.*, 2005 BCCA 292, where both the majority and the dissenting judgments use the term "administration" to describe the insurance policies in question.

[40] This submission is not helpful. In *Asselstine*, the central issue was whether the quantum of punitive damages was too high. The Court was not engaged in a statutory interpretation analysis of "operations" and "administration" in ss. 30(2) and (3). Indeed, *Asselstine* contains no reference to the *Act*. The Court's choice to use the terms "administer" and "administration" do not signal a considered view about the work of a claims examiner in deciding Part 7 benefit entitlements and whether it falls into ss. 30(2) or (3).

### **The Respondent's Submissions**

[41] In oral submissions, the respondent clarified his primary position. It is that the interpretive question is resolved by examining the text of s. 30(2) to determine its plain and ordinary meaning. The provision reads, "No action or other proceeding lies against any person other than the corporation for the purpose of enforcing a claim or

right in relation to the operations engaged in or carried on under this Act or any insurance plan established under any Act”.

[42] The respondent also advances the further consideration similar to that of the appellant, which is whether ss. 30(2) and (3) should be interpreted such that ss. 30(2) and (3) apply to different types of claims in relation to ICBC’s functions: s. 30(2) relates to claims concerning “operations” and s. 30(3) relates to claims concerning “administration”, as those terms are used in the statutory scheme.

[43] According to the respondent, s. 30 does not have a “rule-exception” structure. Rather, s. 30 articulates a prohibition against suing individuals for two distinct forms of ICBC’s activities, i.e., “operations” and “administration.” Under s. 30(3), a person cannot be sued for any act or omission done in good faith. The prohibition against suing individual employees who are engaged in ICBC’s “administration” function also protects actions against an employee who has acted in good faith.

[44] The respondent submits “[t]he term ‘operations’ in s. 30(2) is used to refer to ICBC’s activities in relation to the provision of insurance coverage”, which “includes the handling of a claim for Part 7 benefits.” The respondent adds that “[t]he term ‘administration’ in s. 30(3) is used to refer to ICBC’s activities in relation to the administrative system of registration, licensing, and issuance of certificates”.

### **Analysis**

[45] In my view, the principles of statutory interpretation require reading ss. 30(2) and (3) as applying to different types of claims.

[46] The respondent is correct that ss. 30(2) and (3) do not have a rule-exception structure. The parties place some importance on the difference between “operations” and “administration”. However, that focus is unnecessary here. Instead, I consider, based on the plain and ordinary meaning of the words used, ss. 30(2) and (3) must be read to apply to different types of claims. That reading shows that s. 30(3) does not provide an exception to s. 30(2).

[47] The key is that the appellant's action is for the purpose of enforcing a claim or right to Part 7 benefits which is "... carried on under this Act or any insurance plan established under any Act", so s. 30(2) provides that it can only be brought against ICBC. Such an action is barred as against the individual respondent. On the other hand, s. 30(3) relates to actions other than those brought to enforce a claim or right under an insurance plan. It follows that s. 30(3) is not engaged in this case (emphasis added).

[48] The wording of the two provisions has an obvious distinction. Subsection 30(2) means a person cannot bring an action in relation to enforcing "a claim or right" under an insurance policy except as against the corporation. In contrast, "a claim or right" is absent from the wording of s. 30(3), which is framed in broader language. It allows proceedings against individuals as long as the cause of action is grounded in bad faith and does not involve a claim for insurance coverage. For example, an action would not be barred if a claims examiner fraudulently demanded money for processing a claim. This would not be an act done in good faith, nor would it be an action to enforce a claim or a right under the *Act* or insurance plan. It would therefore fall within the permissive scope of s. 30(3).

[49] In brief, the primary distinction between ss. 30(2) and (3) is whether the cause of action concerns the provision of insurance benefits rather than some other wrongful conduct. It is not necessary in this case to delineate the precise content of the wrongful conduct that may fall within s. 30(3) in "the administration or carrying out of the Act"; it is sufficient to determine that the appellant's claim falls within the type of proceeding covered by s. 30(2), which can only be brought against the corporation.

[50] As the respondent submits, this interpretation of the provisions in question would make the *Act* consistent with the common law, which shields employees from personal liability when acting within the course of their employment. As this Court said in *The Owners, Strata Plan KAS 3410 v. Meritage Lofts Inc.*, 2022 BCCA 109, at para. 27, "[a]lthough findings of liability are always fact-specific, corporate owners, principals and employees are protected from personal liability when acting within the

course of their employment unless it can be shown that their actions are themselves tortious or exhibit a separate identity or interest from that of the company so as to make the act or conduct complained of their own.”

[51] In summary, s. 30(3) is not engaged in this case. Section 30(3) is not an exception to the prohibition on suing individuals created by s.30(2). It is, rather, a discrete immunity provision governing proceedings other than those relating to insurance claims and rights. The analysis begins and ends with s. 30(2) because the proceeding seeks to obtain insurance benefits and therefore falls within that subsection and its prohibition on suing individuals.

[52] In my view, the chambers judge correctly interpreted ss. 30(2) and (3).

[53] It is difficult to discern any prejudice to the appellant from this result. The judge gave her an opportunity to amend her pleadings to substitute ICBC as the sole defendant and to provide proper particulars of the alleged breach of the duty of good faith. I acknowledge the appellant’s submission that there is some value in personal accountability, and that the order below denies her the opportunity to hold Mr. Feng personally responsible for what she alleges to be bad faith conduct. That result, however, flows from the choice of the legislature to prohibit such actions in relation to insurance claims and rights. It does not reflect error on the part of the judge.

**Disposition**

[54] In the result, I would dismiss the appeal.

“The Honourable Justice MacKenzie”

I AGREE:

“The Honourable Madam Justice Fenlon”

I AGREE:

“The Honourable Mr. Justice Voith”

**APPENDIX**

## CLAIM OF THE PLAINTIFF(S)

**Part 1: STATEMENT OF FACTS**

## The Parties

1. The Plaintiff, Surinder Brar (the “Plaintiff”), resides at 23898-40th Avenue, in the City of Langley, in the Province of British Columbia, V2Z 2J9.
2. The Defendant, Jack Feng, is a Claims Examiner, employed by the Insurance Corporation of British Columbia (hereinafter referred to as ‘ICBC’).
3. By a policy of insurance, for valuable consideration, ICBC agreed to provide the Plaintiff with no fault benefit coverage pursuant to Part 7 of the Insurance (Vehicle) Regulation,
4. It was a fundamental term of the Policy that ICBC and the Defendant would act in the utmost good faith and fair dealing with the Plaintiff, pursuant to the contract which is a contract *uberrimae fidei*.
5. The Plaintiff has been, and remains, “Totally Disabled”, and the Defendant has arbitrarily and capriciously failed to promptly assess and pay the Plaintiff Part 7 Disability Benefits, has acted unfairly, unreasonably, negligently, has tortiously interfered with the contract between the Plaintiff and ICBC, and has breached his duty of utmost good faith to the Plaintiff.

## PARTICULARS OF NEGLIGENCE, BAD FAITH, AND TORTIOUS CONDUCT

6. The Defendant has acted in Bad Faith, and acted wantonly toward the Plaintiff, PARTICULARS OF WHICH ARE AS FOLLOWS:
  - a) Failing to thoroughly investigate the Insured’s claim and to fully inquire into all possible bases that might support their Insured’s claim.
  - b) Failing to objectively evaluate the Insured’s claim;
  - c) Failing to contact the Insured’s treating physicians, where any clarification may have been required, or obtain necessary opinions or reports to assist the Plaintiff;
  - d) Failing to fairly, reasonably, fully, and properly investigate the Plaintiff’s matter;
  - e) Failing to treat the Plaintiff’s interests with equal regard to ICBC’s own interests;
  - f) Failing to act fairly and reasonably;
  - g) Failing to assist the Plaintiff with her claim;
  - h) Failing to pay benefits in a timely manner;
  - i) Failing to properly and promptly evaluate the claim;
  - j) Failing to provide any reasonable explanation for delay in assessing the Plaintiff’s claim;
  - k) Such further particulars as Counsel may advise.

PARTICULARS OF BAD FAITH

1. Mr. Feng failed to respond to emails dated April 24, 2019, June 12, 2019, and June 18, 2019 requesting TTD payment. **Exhibit "A"**
2. Mr. Feng failed to respond to emails dated May 10, 2019 and May 15, 2019, May 27, 2019, and June 7, 2019 requesting funding for various treatment approval and TTD payment. **Exhibit "B"**
3. Mr. Feng failed to respond to emails dated September 10, 2019 and October 15, 2019 requesting TTD payment. **Exhibit "C"**
4. Mr. Feng failed to respond to emails dated September 10, 2019, September 13, 2019, and October 15, 2019 from Monika Puri requesting reimbursement for various accident related expenses and TTDs, and only responded when legal counsel sent him a strongly-worded email. **Exhibit "D"**
5. Mr. Feng failed to respond to emails dated January 10, 2020, March 3, 2020, June 11, 2020, June 15, 2020 and June 19, 2020 requesting TTD payment, and only responded when legal counsel sent him a strongly-worded email. **Exhibit "E"** and **Exhibit "F"**
6. Mr. Feng failed to respond to emails dated September 21, 2020, September 28, 2020, and September 29, 2020 requesting TTD payment and reimbursement of prescription medicine due to the accident, and only responded when legal counsel commenced an action against him. **Exhibit "G"** and **Exhibit "H"** and **Exhibit "I"**
7. Further particulars of bad faith to be determined.