

CITATION: Belec v. Sun Life Assurance Company of Canada, 2022 ONSC 3523
COURT FILE NO.: CV-20-82562-00CP
DATE: 2022/06/13

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:)
)
Giulia Belec) Joseph Obagi and Elizabeth Quigley, for the
) Plaintiff
Plaintiff/Responding Party)
)
- and -)
)
Sun Life Assurance Company of Canada) Linda Plumpton, David Outerbridge, Shalom
) Cumbo-Steinmetz, for the Defendant
Defendant/Moving Party)
)
)
)
) **HEARD:** February 8, 9, and 10, 2022 via
) Zoom in Ottawa

R. SMITH J.

REASONS FOR DECISION ON MOTION FOR SUMMARY JUDGMENT

1. Sun Life Assurance Company of Canada (“Sun Life”) has brought a motion for summary judgment in Giulia Belec’s (“Ms. Belec”) claim against it. Ms. Belec sought to have her claim certified as a class proceeding, which I have granted. Oral submissions on the motion for certification and the motion for summary judgment were heard together over a three day period.
2. Ms. Belec claims that Sun Life has breached the terms of its long term disability Policy (the “Policy”) when it calculated the indexing increases on January 1 of each year. The Plaintiff submits, and Sun Life’s CHES computer calculation (attached as Schedule “A” hereto) shows, that Sun Life calculated her annual indexing increase, firstly on her Gross Monthly Benefit (referred to in the CHES printout as her “Benefit”) and secondly, deducted her CPP and PSSA benefits including the indexing increases thereon, in breach of the terms of the Policy, to obtain a “net” amount payable to the claimant.

3. Both parties agree that the Policy specifically prohibits Sun Life from deducting the indexing increases to Ms. Belec's CPP and PSSA benefits. Sun Life's CHES program wrongfully deducted the indexing increases to both Ms. Belec's CPP and PSSA benefits (referred to as "offset amounts" in the CHES printout).

4. Sun Life argues that notwithstanding, the interpretation of the Policy it used in its CHES program for many years, namely indexing the Gross Monthly Benefit, the correct interpretation of its Policy is to apply the annual indexing increase to the Net Monthly Benefit. Sun Life now argues that even though the CHES program was based on an erroneous interpretation of the Policy, it arrived at the correct indexed Monthly Benefit. The CHES program's results are the same as if the indexing increase was applied firstly to her Net Monthly Benefit and the indexing to her CPP and PSSA benefits were not deducted.

5. Sun Life relies on Mr. Valani's expert actuarial report that compares the results of applying the annual indexing increases to the Net Monthly Benefit received by Ms. Belec, as argued by Sun Life, and the results of the CHES program. His calculations show that the results are the same. The mathematical equivalency of the two different methods of calculating the annual indexing increases is because the CPP and PSSA benefits are increased by the same percentage as the benefit Ms. Belec received under the Policy. The two methods do not produce the same results if the "other income" that was deducted was occupational income such as part time employment income, which is not indexed for inflation each year.

6. The issue to be decided involves an interpretation of the group disability insurance Policy to determine how its Policy's cost of living adjustment ("COLA") should be applied to increase Ms. Belec's monthly LTD benefits. Ms. Belec submits that the COLA should be applied each January 1st firstly to her gross monthly income that she was receiving (as Sun Life's CHES program interpreted the Policy) and secondly the "other income" that she received should be deducted. Sun Life argues that the correct method is to apply her COLA increase each January 1st to her Net Monthly Benefit after deducting the "other income" that Ms. Belec was receiving.

7. Sun Life further submits that Ms. Belec's claim should be dismissed because it is statute barred in any event. Sun Life argues that Ms. Belec's claim should be dismissed on a summary

motion because Sun Life has correctly applied the annual indexing increases to her benefits in accordance with the Policy by calculating her annual COLA increase on her Net Monthly Benefit.

8. Ms. Belec submits that Sun Life has erred in its interpretation of the Policy and that the annual COLA increases should be calculated firstly on her Gross Monthly Benefit and then secondly any “other income” should be deducted. Sun Life’s CHES program has used this methodology for over 12 years, except it wrongly deducted the COLA increases to her CPP and PSSA benefits. The uncontested evidence from Sun Life’s CHES computer benefit printout demonstrates that the CHES program deducted the COLA increases to Ms. Belec’s CPP and PSSA benefits each year contrary to the specific terms of the Policy.

9. The Plaintiff further submits that she should be granted a reverse summary judgment if her interpretation of the Policy and the resulting methodology for applying annual indexing increases is accepted.

10. Sun Life argues that a reverse summary judgment should not be granted, and especially if the action is certified as a class proceeding. Sun Life submits that a reverse summary judgment should not be granted because the *Class Proceedings Act, 1992*, SO 1992, c 6 (the “CPA”) requires that only common issues that have not been decided can be certified. Secondly, Sun Life argues it would be procedurally unfair to decide the common issues on a reverse summary judgment without serving a formal notice of motion, which has deprived it of an opportunity to present evidence to fully respond.

ISSUES

11. The following issues must be decided:

1. Is a summary judgment motion appropriate in the complex factual circumstances of this proceeding; and,
2. If so, should Sun Life’s summary motion or a reverse summary judgment be granted?

FACTUAL BACKGROUND

12. I have included some of the same factual background from my reasons on the certification motion because the facts are the same.

13. Ms. Belec was employed by the Federal Government of Canada since March 29, 1982. She was diagnosed with a major depression and fibromyalgia and started receiving disability benefits under Sun Life's Policy on September 13, 2006. She has continued to receive long term disability benefits to the present date.

14. The Policy dates back to April 30, 1997 and was issued by Sun Life to Her Majesty the Queen in Right of Canada represented by the President of the Treasury Board.

15. Ms. Belec currently receives LTD benefits under a group life and disability insurance Policy bearing Policy number 12500-G entered into between Sun Life and Her Majesty the Queen in Right of Canada Represented by the President of the Treasury Board ("Treasury Board"). Sun Life underwrites and administers the Policy for the Treasury Board, which is the Policyholder or plan sponsor.

16. The Policy covers eligible federal government employees who are represented in the collective bargaining process — i.e., unionized employees of the Government of Canada. Ms. Belec is one of these employees.

17. The original Policy number 12500-GD was purchased by the Treasury Board in 1970. It was amended from time to time, and in 1997 it was terminated and replaced with the initial form of the current Policy bearing Policy number 12500-G.

18. The 2006 Policy was issued on November 10, 2006, with retroactive effect to January 1, 2006. Prior to the 2006 Policy, the version of the Policy that was in force had an effective date of April 30, 1997 (the "1997 Policy"). There are no changes between the 1997 Policy and the 2006 Policy in the wording of the provisions relating to COLA and its application to the Net Monthly Benefit under the Policy.

19. Treasury Board had the ability in 1970, and continues to have the ability today, to specify the desired features of its plan. Subject to applicable legal and underwriting restrictions (including restrictions against over-insurance, as explained below), the plan sponsor has discretion to control the content of the plan. This includes the ability to specify the terms and conditions of the COLA that applies to increase LTD benefits from year to year.

20. The Policy was designed with input from union and management representatives within the federal government. It continues to be reviewed on a regular basis with union input.

21. Sun Life has produced historical evidence of how the Policy was designed in 1970 by the Federal Treasury Board in cooperation with union representatives for the federal employees insured under the Policy.

POSITIONS

22. To attempt to simplify the competing interpretations to implement the annual indexing terms of the Policy when “other income” is being deducted, the Plaintiff’s position is that the correct interpretation and methodology to implement the annual indexing provision of the Policy are as follows (using the CHESS printout evidence):

Year #1:

Step #1 – Calculate 70% of her salary before disability ($\$5,812.50 \times 70\%$) = $\$4,068.73$ as of September 2006 (referred to by both parties as her Gross Monthly Benefit and by the CHESS program as her benefit.)

On January 1 of 2007 (year#2):

Step #2 – Increase her gross benefit of $\$4,068.73$ by COLA of 2.2% = $\$4,163.33$ and deduct “other income” she received in each month (CPP and PSSA) benefits excluding any indexing increases. In Ms. Belec’s case, her CPP and PSSA amounts stay the same at their original amounts of $\$981.53$ for CPP as of 2011 (PC on CHESS printout) and $\$2,919.09$ for her PSSA benefits (RP on CHESS printout), which started in 2014.

23. Sun Life’s position is that the correct interpretation and methodology to implement the indexing provisions of the Policy is to simply apply the COLA indexing percentage increase to the Net Monthly Benefit referred to as “net” in the CHESS printout, each year.

Year #1

Step #1 – Calculate 70% of her monthly salary before disability of
($\$5,812.50 \times 70\%$) = $\$4,068.75$

This amount is not indexed for COLA and the COLA annual indexing is applied to the net monthly income after deducting any “other income” received.

For example, on January 1, 2012

Step #2 – When “other income” has been received such as CPP and PSSA, Sun Life submits that the COLA percentage increase should be applied to her “net” amount being received of $\$476.19$ per month.

This is not how the CHES program interpreted or implemented the indexing increases for the federal employees insured under the Policy, because it applied the COLA increases firstly to the Gross Monthly Benefit and then deducted any “other income”.

24. Sun Life’s affidavit evidence stated that it has always paid COLA increases on a percentage of the insured earnings, net of offsets. However, this evidence is contradicted by the interpretation and method used by Sun Life’s CHES computer program used by Sun Life to calculate the annual COLA increase to benefits.

25. Sun Life’s affidavit evidence stated that since 1974, every employee received an employee booklet, prepared by Sun Life explaining the Policy provisions to plan members. The booklet states that COLA was calculated on the “net benefit”. However, neither the term net benefit or gross benefit is defined in the Policy. The Policy only refers to the term “Monthly Benefit”.

26. Nazir Valani, an actuary, produced a report comparing the calculations of COLA increases to Ms. Belec’s Monthly Benefit, calculating the indexing increases on her Net Monthly Benefit (after deducting offsets) stating that when he performed this exercise he reached the same results as reached by the CHES program. This is an interesting mathematical coincidence, but it does not assist in interpreting the Policy to decide which method of implementing the annual indexing increases each year is correct.

27. The results from Mr. Valani’s calculations, based on indexing Ms. Belec’s net benefit and the CHES results are the same. This occurs when the “other income” such as CPP and PSSA are

indexed at the same rate as her Monthly Benefit. The results would not be the same if the “other income” was occupational or employment income. On cross examination, Mr. Valani was unable to provide a workable formula or methodology to apply the annual indexing calculation to determine the increase to the Monthly Benefit if the “other income” to be deducted was employment income. The interpretation argued for by Sun Life doesn’t work if the “other income” to be deducted is part time occupational income. The interpretation argued for by the Plaintiff can be applied in the same manner for all types of the “other income”, whether indexed or unindexed.

28. The Plaintiff submits that the Policy should be interpreted to apply the annual indexing increase each year, firstly to the Gross Monthly Benefit before deducting any offsets and then, in Ms. Belec’s case, to deduct the unindexed amounts of CPP and PSSA (the original amount of CPP and PSSA first received by Ms. Belec). The CHESS program applied the first step to calculate the annual COLA increase on the Gross Monthly Benefit as argued by the plaintiff, but then in error deducted the COLA increased amounts of her CPP and PSSA benefits.

Issue #1 - Is a summary judgment motion appropriate in the complex factual circumstances of this proceeding?

29. In *Hryniak v. Mauldin*, 2014 SCC 7, the Supreme Court of Canada set out the principles applicable to granting a summary motion. In *Hryniak* at para. 5, the Supreme Court held that summary judgment Rule must be interpreted broadly, favouring proportionality and fair access to the affordable, timely, and just adjudication of claim. The Supreme Court’s decision interpreted the Rules for summary judgments to promote access to justice.

30. One of the main objectives of the CPA is also to promote access to justice. I have held that certifying this action as a class proceeding would promote access to justice and is a preferable procedure to proceeding with multiple individual trials.

31. Rule 20.04 of the *Rules of Civil Procedure* R.R.O., Reg. 194 states that the Court will only grant summary judgment if satisfied that there is no genuine issue requiring a trial with respect to a claim or defence.

32. Rule 20.04 (2.1) provides that in determining whether there is a genuine issue requiring a trial, a judge may weigh the evidence, evaluate credibility and draw reasonable inferences from the evidence, unless it is in the interest of justice for such powers to be exercised only at trial.

33. In *Hryniak*, the Supreme Court of Canada stated that on a motion for summary judgment, the judge should first determine if there is a genuine issue requiring a trial without using the fact-finding powers. If there appears to be a genuine issue requiring a trial, then the judge must determine if the need for a trial can be avoided by using the fact-finding powers in Rule 20.04 (2.1) and (2.2).

34. At para 49 in *Hryniak*, the Supreme Court stated that there will be no genuine issue requiring a trial where a judge “is able to reach a fair and just determination” on the matter. At para 50, the court further stated that:

The standard for fairness is not whether the procedure is as exhaustive as a trial, but whether it gives the judge confidence that she can find the necessary facts and apply the relevant legal principles so as to resolve the dispute.

35. At para 59 of *Hryniak*, the Supreme Court of Canada stated that “What is fair and just turns on the nature of the issues, the nature and strength of the evidence and what is the proportional procedure.”

36. In *Sweda Farms v. Egg Farmers of Ontario*, 2014 ONSC 1200, the court stated that on a motion for summary judgment it was entitled to assume that the record contained all of the evidence the parties would provide if the matter proceeded to trial.

37. At para 48 of *Hryniak*, the Supreme Court of Canada referred to the Court of Appeal’s statement that summary judgments would most often be appropriate when cases were document driven, with few witnesses and limited contested factual issues.

38. This case involves the interpretation of a contract of insurance, namely the Policy and to determine on the correct method to implement the annual indexing provisions where “other income” is being deducted from the amount being paid to the disabled individuals. There are many cases where the interpretation of the terms of a contract were resolved in a summary judgment.

39. However, the factual matrix of how the Policy was interpreted and implemented over many years is more complex because Ms. Belec was a government employee, the terms of the Policy were dictated by the Federal Treasury Board, and the union representing federal employees also had input on these terms. The union representatives also play an ongoing role in managing and overseeing the Policy.

40. Sun Life has also presented affidavit evidence as part of the factual matrix from the 1970s, which it submits supports its interpretation that the annual indexing increases were only intended to apply to the net benefit. It is unclear whether the net benefit was defined when “other income” was being deducted. In addition, the applicable Policy was rewritten in 1997. The evidence is also unclear whether the amendments were substantial or whether the initial version of the Policy in place in the 1970s has any meaningful application that would assist with the interpretation of the 1997 Policy, regarding the indexing provisions where “other income” was being deducted.

41. The evidence presented by Sun Life on this summary motion was also contradictory. The CHESS computer program used by Sun Life to calculate the indexing of benefits for many years where “other income” was deducted, followed the interpretation urged by the Plaintiff by firstly applying the indexing percentage to the Gross Monthly Benefit (70% of her salary) and then deducting the CPP and PSSA benefits received, including the indexing increases to these benefits in breach of the specific terms of the Policy.

42. Sun Life now argues that its CHESS program’s interpretation and implementation was wrong in two respects – namely at step #1, it wrongly applied the indexing percentage increase to the Gross Monthly Benefit and secondly, it wrongly deducted the indexing increases to Ms. Belec’s CPP and PSSA benefits. Notwithstanding the two alleged errors, Sun Life submits that its CHESS program calculated the benefits Ms. Belec received correctly in any event; however, it adopts a different interpretation of the Policy, namely submitting that the indexing increases should be calculated on the Net Monthly Benefit she received, after first deducting all “other income”. I find that a trial is required to provide a judge with confidence that he or she may draw reasonable inferences from the complex factual matrix to resolve the dispute fairly in the interests of justice.

43. Sun Life submits that employees would receive indexing on their CPP and PSSA benefits twice if the indexing was applied firstly, to their Gross Monthly Benefit and the unindexed CPP and PSSA benefits were deducted. As such it argues that the Plaintiff's interpretation would be commercially unreasonable and contrary to insurance principles of preventing double recovery. However, the terms of the Policy clearly state that Sun Life was prohibited from deducting the indexing increases to a claimant's CPP and PSSA benefits.

44. Sun Life also submits that Ms. Belec's claim is statute barred because she received the employee booklet in each year since 2006. The employee booklet stated that "your net benefit will be increased in relation to the cost of living, up to a maximum of 3%".

45. While the employee booklet and a letter sent to Ms. Belec on January 19, 2012, referred to her Net Monthly Benefit being increased, there is no evidence that Sun Life ever advised Ms. Belec that it was not indexing her benefits in accordance with the Policy. To the contrary, Sun Life's communications would have assured Ms. Belec that her benefits were being indexed in accordance with the Policy.

46. Section 5(1)(a)(i) to (iv) and (b) of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B, sets out when a claim is discovered. Sun Life has not presented any evidence of when Ms. Belec first knew or ought to have known that Sun Life was not interpreting the Policy correctly or when she would have become aware that a proceeding was an appropriate remedy. This continues to be the case because Sun Life maintains that it has interpreted and applied the indexing to her benefits correctly throughout the period. In fact, Sun Life seeks a summary judgment in its favour for correctly interpreting the indexing terms of the Policy.

47. The determination of a limitation issue requires a consideration of what a reasonable person with the abilities and circumstances of the individual in question would know, which will vary among different members of the class.

48. Sun Life also argues that a reverse summary judgment would be inappropriate in a class proceeding because it would be deciding the common issue before class members had received notice of certification and were given an opportunity to opt out. I agree with this submission.

49. Sun Life seeks a summary judgment in its favour but argues that a reverse summary judgment would be inappropriate and procedurally unfair to it because a notice of motion was not served by the Plaintiff.

50. I do not agree with this submission because Sun Life was given an opportunity to respond to the Plaintiff's request for a reverse summary judgment in accordance with the Court of Appeal's decision in *Graham v. Toronto (City)*, 2022 ONCA 149.

51. A class proceeding will provide for full disclosure of how Sun Life interpreted and implemented the indexing provisions of the Policy when "other income" was received such as occupational or employment income. This evidence is not available on this summary judgment to be considered as part of the factual matrix. This factual information should be considered when interpreting how the Policy terms with regards to indexing are interpreted and implemented by Sun Life in various circumstances.

52. In addition, at the motion heard to determine the order of scheduling the certification motion and the summary motion, the Plaintiff argued that these "complex and intricate" issues could not be addressed where only one person's deductions were considered, and that thousands of claimants with different deductions for "other income" should be considered in one proceeding rather than multiple proceedings. How Sun Life interpreted and implemented the Policy when deducting other types of "other income" is relevant to the interpretation of the Policy.

53. To summarize, Sun Life argues that a summary judgment for one of the thousands of potential claimants is appropriate to interpret the Policy but that a reverse summary judgment to decide the same issue is inappropriate. The Plaintiff now argues that a reverse summary judgment would be appropriate but in the scheduling motion, submitted that a summary judgment based only on the factual situation of one individual was inappropriate without considering how Sun Life interpreted and implemented the indexing provisions when other types of "other income" were deducted. She submitted that this evidence was necessary factual information for the court to consider.

54. Given the complex factual background, much of which is not available before me where different types of "other income" were deducted, the complex factual situation where the Policy

was originally established in the 1970, the involvement of multiple parties who participated in establishing the terms, the amendments that were made in 1997, the lengthy period over which Sun Life has interpreted and implemented the Policy in accordance with the CHES computer program which used an interpretation of the Policy contrary to that now argued by Sun Life, and wrongfully deducted the indexing increases to Ms. Belec's CPP and PSSA benefits, I find that there is a genuine issue requiring a trial to fairly weight the evidence and draw reasonable inferences from this complex factual situation to interpret the terms at the indexing provisions of the Policy,

55. I also find that the fact-finding function provided for in Rule 20.04 (2.1) and (2.2) is not sufficient to allow me to make a fair and just determination without having the evidence and observing the cross examination of the witnesses in a trial.

56. I further find that access to justice and judicial economy will be promoted by having a trial of the common issue that will affect thousands of claimants by having the common issue decided in one legal proceeding with discovery involving how indexing was implemented when different deductions were made for different types of "other income", with cross examinations at a trial of the common issue.

Disposition of Issue #1

57. For the above reasons, I find that the interpretation of the Policy and determining the correct methodology to calculate the annual indexing of benefits where "other income" is being deducted raises a genuine issue requiring a trial. I further find that using the fact finding powers would not allow a judge to make a fair and just determination in this complex fact situation.

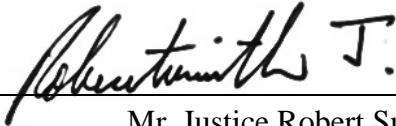
58. It is not necessary to address issue #2 given my decision on issue #1

DISPOSITION OF THE SUMMARY JUDGMENT MOTION AND REVERSE SUMMARY JUDGMENT REQUEST

59. For the above reasons, Sun Life's motion for summary judgment is dismissed and the Plaintiff's request for a reverse summary judgment is also dismissed.

COSTS

60. The Plaintiff shall have 15 days to make submissions on costs, Sun Life shall have 15 days to respond, and the Plaintiff shall have 10 days to reply.



Mr. Justice Robert Smith

Date: June 13, 2022

Schedule "A"

CALCULATION REPORT OF 28 MAY 2019

EXAM KRCR LTD POLICY 012500 CERT CG3904876 NAME Belec Giulia
 CONTROL 261006-19946-00

BEFORE FIRST PAY: 21 DEC 2006 LAST PAY: 30 SEP 2020 LAST PAID: 31 MAY 2019
 AFTER : 21 DEC 2006 : 30 SEP 2020 : 31 MAY 2019

	<u>EFF_DT</u>	<u>ST</u>	<u>SALARY</u>	<u>BENEFIT</u>	<u>ADD BEN</u>	<u>ADD TYP</u>	<u>PENSION</u>	<u>NET</u>	<u>MIN</u>	<u>OFFT</u>	<u>F/L</u>	<u>OFFT AMT</u>
BEFORE	13SEP2006	1	5812.50	4068.75				4068.75				
	01JAN2007	3	5812.50	4162.33				4162.33				
	01AUG2007	3	5812.50	4162.33				3180.80	PC	1		981.53
	01JAN2008	3	5812.50	4237.25				3238.05	PC	1		999.20
	01JAN2009	3	5812.50	4343.18				3319.00	PC	1		1024.18
	01JAN2010	3	5812.50	4364.90				3335.60	PC	1		1029.30
	01JAN2011	3	5812.50	4426.01				3382.30	PC	1		1043.71
	20AUG2011	3	5812.50	4426.01				463.21	PC	1		1043.71
		3							RP	1		2919.09
	01JAN2012	3	5812.50	4549.94				476.19	PC	1		1072.93
		3							RP	1		3000.82
	01JAN2013	3	5812.50	4636.39				485.23	PC	1		1093.32
		3							RP	1		3057.84
	01JAN2014	3	5812.50	4678.12				489.60	PC	1		1103.16
		3							RP	1		3095.36
	01JAN2015	3	5812.50	4757.65				497.93	PC	1		1121.91
		3							RP	1		3137.81
	01JAN2016	3	5812.50	4819.50				504.41	PC	1		1136.49
		3							RP	1		3178.60
	01JAN2017	3	5812.50	4882.15				510.97	PC	1		1151.26
		3							RP	1		3219.92
	01JAN2018	3	5812.50	4960.26				519.14	PC	1		1169.68
		3							RP	1		3271.44
	01JAN2019	3	5812.50	5069.39				530.57	PC	1		1195.41
		3							RP	1		3343.41
AFTER	13SEP2006	1	5812.50	4068.75				4068.75				
	01JAN2007	3	5812.50	4162.33				4162.33				
	01AUG2007	3	5812.50	4162.33				3180.80	PC	1		981.53
	01JAN2008	3	5812.50	4237.25				3238.05	PC	1		999.20
	01JAN2009	3	5812.50	4343.18				3319.00	PC	1		1024.18
	01JAN2010	3	5812.50	4364.90				3335.60	PC	1		1029.30
	01JAN2011	3	5812.50	4426.01				3382.30	PC	1		1043.71
	20AUG2011	3	5812.50	4426.01				463.21	PC	1		1043.71

	EFF_DT	ST	SALARY	BENEFIT	ADD BEN	ADD TYP	PENSION	NET	MIN	OFFT	F/L	OFFT AMT
AFTER		3								RP	1	2919.09
	01JAN2012	3	5812.50	4549.94				476.19		PC	1	1072.93
		3								RP	1	3000.82
	01JAN2013	3	5812.50	4636.39				485.23		PC	1	1093.32
		3								RP	1	3057.84
	01JAN2014	3	5812.50	4678.12				489.60		PC	1	1103.16
		3								RP	1	3085.36
	01JAN2015	3	5812.50	4757.65				497.93		PC	1	1121.91
		3								RP	1	3137.81
	01JAN2016	3	5812.50	4819.50				504.41		PC	1	1136.49
		3								RP	1	3178.60
	01JAN2017	3	5812.50	4882.15				510.97		PC	1	1151.26
		3								RP	1	3219.92
	01JAN2018	3	5812.50	4960.26				519.14		PC	1	1169.68
		3								RP	1	3271.44
	01JAN2019	3	5812.50	5069.39				530.57		PC	1	1195.41
		3								RP	1	3343.41

UNDER/OVER PAYMENT RESULT :

BENEFIT	GROSS PAYABLE :	237442.08	GROSS PAID :	242399.49	GROSS OVR PAYT :	4957.41	REC CDE :	1
	FEDERAL :		FEDERAL :		FEDERAL :		REC AMT :	78.70
	PROVINCIAL :		PROVINCIAL :		PROVINCIAL :			
	OASDI :		OASDI :		OASDI :			
	HI :		HI :		HI :			
	OTHER :		OTHER :		OTHER :			
	NET PAYABLE :	237442.08	NET PAID :	242399.49	NET OVR PAYT :	4957.41		
	OVERPAYMENT CAUSE CODE :	2						

PENSION	NET PAYABLE :		NET PAID :		OVR PAYT :		REC CDE :	
---------	---------------	--	------------	--	------------	--	-----------	--

CITATION: Belec v. Sun Life Assurance Company of Canada, 2022 ONSC 3523
COURT FILE NO.: CV-20-82562-00CP
DATE: 2022/06/13

ONTARIO

SUPERIOR COURT OF JUSTICE

Giulia Belec

Plaintiff/Responding Party

– **and** –

Sun Life Assurance Company of Canada

Defendant/Moving Party

**REASONS ON MOTION
FOR SUMMARY JUDGMENT**

Justice Robert Smith

Released: June 13, 2022