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chapter A-25, r. 14

# Regulation respecting the reimbursement of certain expenses

Automobile Insurance Act (chapter A-25, s. 195, pars. 15 to 19 and 27).

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#### **CHAPTER I**

#### PERSONAL HOME ASSISTANCE

O.C. 1332-99, s. 1.

1. This Chapter governs the reimbursement of expenses incurred for the personal home assistance referred to in section 79 of the Automobile Insurance Act (chapter A-25).

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O.C. 1925-89, s. 1; O.C. 789-93, s. 1; O.C. 1332-99, s. 1.
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- 2. The Société de l'assurance automobile du Québec evaluates the personal home assistance requirements of the following victims, in accordance with the criteria set out in Schedule I.1:
- (1) the victim sustained at least one injury for which the list of injuries gives a detailed evaluation of personal home assistance requirements;
- (2) the victim sustained injury to the extent that his mental condition could have an impact on personal assistance requirements;
- (3) before the accident, the victim had a medical condition that could have an impact on personal assistance requirements;
  - (4) the victim is less than 16 years old.

The evaluation of the needs of a victim under 16 years of age is weighted in accordance with the criteria prescribed in Schedule I.2.

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O.C. 1925-89, s. 2; O.C. 789-93, s. 1; O.C. 1332-99, s. 1.
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**3.** The expenses incurred that qualify for reimbursement to a victim referred to in section 2, on a weekly basis, are determined on the basis of the evaluation results, according to the following formula, up to a maximum amount of \$949:

Total number of points × \$949

174

A total of less than 11 points does not qualify for reimbursement. A total of more than 174 points qualifies for the reimbursement of expenses incurred up to a maximum amount of \$1,500.

Notwithstanding the evaluation results, a victim is entitled to a reimbursement of expenses incurred up to a maximum amount of \$1,500, where continual attendance is required to ensure appropriate intervention because assistance may be required at any time, in particular, where the victim's behaviour could endanger his health and safety or that of anyone around him.

The maximum daily amount of reimbursement for which a victim may qualify is equal to one-seventh of the amount calculated on a weekly basis.

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O.C. 1925-89, s. 3; O.C. 789-93, s. 1; O.C. 1332-99, s. 1; S.Q. 2022, c. 13, s. 93.
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- **4.** The personal assistance needs of victims other than those specified in section 2 are determined in accordance with the following terms and conditions:
  - (1) identification, using the List of injuries provided in Schedule I, of the anatomical regions affected;
- (2) selection of the anatomical regions affected based on the priority shown in Schedule I.3, up to a maximum of 3;

(3) percentage attributed, in accordance with the table provided in Schedule I.3, which corresponds to the anatomical regions previously selected.

The expenses incurred that qualify for reimbursement to a victim referred to in this section, on a weekly basis, are equal to the product obtained by multiplying the percentage attributed by \$949. The maximum daily amount of reimbursement for which a victim may qualify is equal to one-seventh of the amount calculated on a weekly basis.

Where a personal home assistance is still warranted after a continued period of 180 days, the needs of the victim and the amount of the reimbursement of expenses incurred are determined in accordance with sections 2 and 3 of this Regulation.

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O.C. 1925-89, s. 4; O.C. 789-93, s. 1; O.C. 1332-99, s. 1; S.Q. 2022, c. 13, s. 94.
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**4.1.** Where applicable, the amount of the reimbursement of expenses incurred for personal home assistance is rounded off to the nearest dollar.

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O.C. 1332-99, s. 1.
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- **4.2.** Personal home assistance expenses do not qualify for reimbursement where the personal assistance services are provided by an institution referred to in the Act respecting health services and social services (chapter S-4.2) or the Act respecting health services and social services for Cree Native persons (chapter S-5).
- O.C. 1332-99, s. 1.
- **4.3.** Except where the Société covers lodging expenses for a victim in an institution, the amount of the reimbursement of personal home assistance expenses may be replaced by an equivalent weekly allowance on condition that the victim provides the Société with documents that identify the person providing the personal home assistance services and attesting to the amounts incurred for such services.

O.C. 1332-99, s. 1.

#### **CHAPTER II**

#### INDEMNITY FOR CARE EXPENSES AND REIMBURSEMENT OF CARE EXPENSES

O.C. 1925-89, c. II; O.C. 1613-2023, s. 1.

- **5.** The amount of the indemnity for which a victim referred to in section 80 of the Act may qualify, on a weekly basis, is
  - (1) \$505 where the victim has the care of 1 person;
  - (2) \$567 where the victim has the care of 2 persons;
  - (3) \$625 where the victim has the care of 3 persons; and
  - (4) \$689 where the victim has the care of 4 or more persons.

The indemnity is adjusted in the following instances and conditions:

- (1) the entry as resident in the victim's home of a child under age 16;
- (2) the entry as resident in the victim's home of a person ordinarily unable to hold employment whatsoever for any reason;
- (3) the death of a child under age 16 or of a person unable to hold employment whatsoever for any reason;

- (4) the sixteenth birthday of a child except if, at this date, he is a person ordinarily unable to hold employment whatsoever for any reason;
  - (5) the end of the disability of a person ordinarily unable to hold employment whatsoever for any reason;
- (6) the absence from the victim's residence of a child under age 16 or of a person ordinarily unable to hold employment whatsoever for any reason, for a duration of at least 28 consecutive days, if this absence is not due to the victim's accident;
- (7) the return to the victim's residence of a child under age 16 or of a person ordinarily unable to hold employment whatsoever for any reason, for a stay of at least 14 consecutive days.

O.C. 1925-89, s. 5; O.C. 1613-2023, s. 2.

- **6.** The maximum expenses incurred that qualify for reimbursement to a victim referred to in section 83 of the Act, on a weekly basis, are
  - (1) \$351 where the victim has the care of 1 person;
  - (2) \$383 where the victim has the care of 2 persons; and
  - (3) \$437 where the victim has the care of 3 or more persons.

The reimbursement of expenses is adjusted in the following instances and conditions:

- (1) the birth of a child;
- (2) the entry as resident in the victim's home of an adopted child under age 16 or of a person ordinarily unable to hold employment whatsoever for any reason;
- (3) the death of a child under age 16 or of a person ordinarily unable to hold employment whatsoever for any reason;
- (4) the sixteenth birthday of a child except if, at this date, he is a person ordinarily unable to hold employment whatsoever for any reason;
  - (5) the end of the disability of a person ordinarily unable to hold employment whatsoever for any reason;
- (6) the absence from the victim's residence of a child under age 16 or of a person ordinarily unable to hold employment whatsoever for any reason, for a duration of at least 28 consecutive days, if this absence is not due to the victim's accident;
- (7) the return to the victim's residence of a child under age 16 or of a person ordinarily unable to hold employment whatsoever for any reason, for a stay of at least 14 consecutive days.

O.C. 1925-89, s. 6; O.C. 1613-2023, s. 3.

#### **CHAPTER III**

REIMBURSEMENT OF CERTAIN EXPENSES

#### **DIVISION I**

#### MEDICAL OR PARAMEDICAL CARE

7. Subject to sections 8 to 14, expenses incurred for purposes of receiving medical or paramedical care qualify for reimbursement in the following instances:

- (1) when care is medically required and is dispensed in Québec by a physician, a specialized nurse practitioner, a dentist or an optometrist or, when prescribed by a physician or a specialized nurse practitioner, by other professionals governed by the Professional Code (chapter C-26);
- (2) when care is medically required and is dispensed outside Québec by persons authorized by the laws of the place where this care is dispensed on the condition such care, if it had been dispensed in Québec, would have qualified for reimbursement under a social security plan.

Despite the foregoing, a person entitled to the reimbursement of expenses incurred to receive psychological treatment under subparagraph 2 of the first paragraph of section 62 of the Act is not required to have a prescription from a physician or a specialized nurse practitioner justifying the treatment.

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O.C. 1925-89, s. 7; S.Q. 2020, c. 6, s. 44; O.C. 1613-2023, s. 4.
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**8.** Expenses incurred for purposes of receiving psychological care qualify for reimbursement up to a maximum amount of \$105 per hour of treatment.

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O.C. 1925-89, s. 8; O.C. 789-93, s. 2; O.C. 902-2013, s. 1; O.C. 677-2017, s. 1; O.C. 139-2021, s. 1; O.C. 1613-2023, s. 5.
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**9.** Expenses incurred for the purpose of receiving acupuncture treatment qualify for reimbursement, at a rate of up to 15 treatment sessions per prescription and a maximum fee of \$54 for a session.

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O.C. 1925-89, s. 9; O.C. 789-93, s. 3; O.C. 765-96, s. 1; O.C. 139-2021, s. 2.
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**10.** Expenses incurred for purposes of receiving chiropractic treatment qualify for reimbursement up to 15 prescribed treatment sessions.

These expenses qualify for reimbursement up to 15 prescribed treatment sessions and a maximum amount of \$40.50 per session.

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O.C. 1925-89, s. 10; O.C. 789-93, s. 4; O.C. 1138-2009, s. 1; O.C. 139-2021, s. 3.
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**10.1.** Expenses incurred for purposes of receiving physiotherapy treatment qualify for reimbursement up to a maximum amount of \$55 per treatment session.

Expenses incurred for purposes of receiving at home a treatment covered by this section qualify for reimbursement when the victim is in a physical state such that the victim is incapable of travel. Those expenses qualify for reimbursement up to a maximum amount of \$65 per treatment session.

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O.C. 1138-2009, s. 2; O.C. 203-2015, s. 1; O.C. 677-2017, s. 2.
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**10.2.** Expenses incurred for purposes of receiving occupational therapy treatment qualify for reimbursement up to a maximum of 15 prescribed treatment sessions and a maximum amount of \$36 per treatment session.

Expenses incurred for purposes of receiving at home a treatment covered by this section qualify for reimbursement when the victim is in a physical state such that the victim is incapable of travel. Those expenses qualify for reimbursement up to a maximum amount of \$54 per treatment session.

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O.C. 677-2017, s. 3.
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11. Expenses incurred for purposes of receiving at home a treatment covered by section 9 or section 10 qualify for reimbursement when the victim is in a physical state such that he is incapable of travel.

These expenses qualify for reimbursement to a maximum amount of \$63 per treatment session.

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O.C. 1925-89, s. 11; O.C. 789-93, s. 5; O.C. 139-2021, s. 4.
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12. When the victim is hospitalized, expenses incurred for staying in a private or semi-private room or for receiving private nursing care qualify for reimbursement if these measures have been ordered, prior to their application, in accordance with a prescription testifying to their necessity for the health of the victim.

O.C. 1925-89, s. 12.

- **13.** Expenses incurred for the correction of a scar qualify for reimbursement up to:
  - (1) a maximum amount of \$280 for a scar of less than 4 cm<sup>2</sup>;
  - (2) a maximum amount of \$415 for a scar of 4 cm<sup>2</sup> to 10 cm<sup>2</sup>;
  - (3) a maximum amount of \$625 for a scar of more than 10 cm<sup>2</sup> up to 20 cm<sup>2</sup>;
  - (4) a maximum amount of \$835 for a scar of more than 20 cm<sup>2</sup>.

Where the correcting of a scar requires several treatment sessions, a treatment than must be given prior approval by the Société.

O.C. 1925-89, s. 13; O.C. 765-96, s. 2; O.C. 1332-99, s. 2; O.C. 1138-2009, s. 3.

- **13.1.** Expenses incurred for the correction of a deformity qualify for reimbursement up to:
  - (1) a maximum amount of \$925 for liposuction in the case of a single lesion;
  - (2) a maximum amount of \$465 per liposuction to treat each additional lesion;
  - (3) a maximum amount of \$925 for an injection of fat in the case of a single lesion;
  - (4) a maximum amount of \$465 per fat injection to treat each additional lesion.

In cases where liposuction or fat injection requires contralateral action or multiple sessions, a treatment plan must be given prior approval by the Société.

O.C. 765-96, s. 2; O.C. 1332-99, s. 3; O.C. 1138-2009, s. 4.

- **14.** Expenses incurred for purposes of receiving dental care qualify for reimbursement to the maximum amounts provided in the following documents:
- (1) Honoraires versés aux chirurgiens dentistes aux fins d'indemnisation par la SAAQ of the Association des chirurgiens dentistes du Québec;
- (2) Honoraires versés aux dentistes spécialistes aux fins d'indemnisation par la SAAQ of the Fédération des dentistes spécialistes du Québec;
- (3) Honoraires versés aux denturologistes aux fins d'indemnisation par la SAAQ of the Association des denturologistes du Québec (A.D.Q.).

The documents are available on the Société's website.

O.C. 1925-89, s. 14; O.C. 677-2017, s. 4.

#### **DIVISION II**

#### PROSTHESES OR ORTHOSES

- 15. Subject to sections 15.1 to 22, expenses incurred for the purchase, repair, replacement, fitting or adjustment of prostheses or orthoses qualify for reimbursement when the following conditions have been met:
  - (1) they are medically required because of an accident;
- (2) they are prescribed by a physician, a specialized nurse practitioner or an optometrist, except in the case of dentures.

O.C. 1925-89, s. 15; O.C. 789-93, s. 6; O.C. 1332-99, s. 4; O.C. 879-2002, s. 1; S.Q. 2020, c. 6, s. 45.

- **15.1.** Expenses incurred for the purchase of a prosthesis or an orthosis intended for the spinal column or lower or upper limbs qualify for reimbursement when the following conditions are met:
- (1) where the expenses incurred exceed \$500, including delivery and labour charges, the victim provided the Société with a tender giving the name of the victim and of the supplier, the purchase price and any guarantee covering the prosthesis or orthosis;
- (2) except in the case of an orthosis for a fracture, the victim received approval from the Société to purchase the prosthesis or the orthosis at the cost it determined;
  - (3) the victim provided the Société with the invoice for the prosthesis or orthosis, which must contain:
- (a) a description and detailed cost of the prosthesis or orthosis including the manufacturer's code number, where applicable;
  - (b) delivery and labour charges;
  - (c) the guarantee;
  - (d) the signature of the victim or the victim's agent.

O.C. 1332-99, s. 5.

- **15.2.** Expenses incurred for the repair of a prosthesis or orthosis intended for the spinal column or lower or upper limbs qualify for reimbursement when the following conditions are met:
  - (1) the expenses are for a prosthesis or orthosis, the purchase of which was reimbursed by the Société;
  - (2) the expenses do not exceed 80% of the initial purchase price;
  - (3) the expenses are not covered by the supplier's guarantee;
- (4) the victim provided the Société with an application for reimbursement, duly signed by the victim or the agent, with an invoice for the repair, which must contain:
- (a) a description of the repaired prosthesis or orthosis, including the manufacturer's code number, where applicable;
  - (b) a detailed cost of the repaired or replaced parts;
  - (c) delivery and labour charges;

(d) the guarantee on the repairs.

O.C. 1332-99, s. 5.

**15.3.** Expenses incurred for the replacement of a prosthesis or orthosis intended for the spinal or lower or upper limbs qualify for reimbursement where the victim provided the Société, at his own expense, with an estimate showing that the cost of repair exceeds 80% of the initial cost and that the conditions prescribed in section 15.1 that applied upon purchase have been met.

O.C. 1332-99, s. 5.

**15.4.** Reimbursement of expenses incurred for the purchase, repair or replacement of a prosthesis or orthosis intended for the spinal column or lower or upper limbs includes delivery and labour charges.

O.C. 1332-99, s. 5.

- **16.** Expenses incurred for the purchase, fitting and adjustment of eyeglasses, when the victim did not wear any prior to the accident, qualify for reimbursement to:
  - (1) a maximum amount of \$2,000 for an ocular prosthesis;
- (2) a maximum amount of \$200 for the frames and the amount paid for the lenses in the case of eyeglasses.

O.C. 1925-89, s. 16; O.C. 677-2017, s. 5.

- 17. Expenses incurred for the purchase, fitting and adjustment of contact lenses, when the victim did not wear them prior to the accident, qualify for reimbursement to a maximum amount of \$300:
- (1) in cases of astigmatism, keratoconus, monocular or binocular aphakia and anisometropia, when other corrective measures are inadequate;
  - (2) for the treatment of any acute or chronic disease of the eyeball.

Otherwise, these expenses qualify for reimbursement to a maximum amount of \$110.

O.C. 1925-89, s. 17.

18. Expenses incurred for the purchase, fitting and adjustment of a hairpiece, when the victim did not wear one prior to the accident, qualify for reimbursement to a maximum amount of \$2,000.

O.C. 1925-89, s. 18; O.C. 677-2017, s. 6.

19. Expenses incurred for the purchase, fitting and adjustment of a denture, when the victim did not wear one prior to the accident, qualify for reimbursement to the maximum amounts provided in the documents listed in section 14.

In this case, expenses incurred for the purchase, fitting and adjustment of a fixed prosthesis resting on an implant qualify for reimbursement when the wearing of an ordinary fixed prosthesis would prove to be inadequate.

O.C. 1925-89, s. 19; O.C. 677-2017, s. 7.

- **20.** Expenses incurred for the repair, replacement, fitting or adjustment of a prosthesis or orthosis that the victim did not wear prior to the accident qualify for reimbursement in the following instances:
  - (1) they have been incurred owing to a changing condition resulting from the accident;

- (2) they have been incurred owing to ordinary usage of the prosthesis or orthosis;
- (3) they have been incurred in order to ensure enhanced performance of the prosthesis or orthosis.

In these cases, expenses relating to ocular prostheses, eyeglasses or hairpieces qualify for reimbursement up to the maximum amounts provided in section 16 or section 18 depending on the case; expenses relating to dentures qualify for reimbursement up to the maximum amounts provided in the documents listed in section 14 and expenses relating to contact lenses qualify for reimbursement to a maximum amount of \$110.

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O.C. 1925-89, s. 20; O.C. 677-2017, s. 8.
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21. Expenses incurred for the repair, replacement, fitting or adjustment of a prosthesis or orthesis that the victim already wore prior to the accident qualify for reimbursement only once, except if subsequent expenses are incurred owing to a changing condition resulting from the accident.

In this case, expenses relating to ocular prostheses, eyeglasses or hairpieces qualify for reimbursement up to the maximum amounts provided in section 16 or section 18 depending on the case; expenses relating to dentures qualify for reimbursement up to the maximum amounts provided in the documents listed in section 14 and expenses relating to contact lenses qualify for reimbursement to a maximum amount of \$110.

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O.C. 1925-89, s. 21; O.C. 677-2017, s. 9.
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22. In addition to the circumstances provided in sections 20 and 21, expenses incurred for the repair of a prosthesis or orthosis qualify for reimbursement if the amount of the repair does not exceed 80% of the initial purchase price.

O.C. 1925-89, s. 22.

# **DIVISION III**

#### TRAVEL AND ACCOMMODATION

**23.** Subject to sections 24 to 33, travel or accommodation expenses incurred for purposes of receiving care qualify for reimbursement.

However, when the expenses are incurred for purposes of receiving care at a distance of more than 100 km from the victim's residence and the care is available within 100 km, only the expenses that apply to the first 100 km qualify.

The second paragraph does not apply to expenses when transportation takes place from the scene of the accident.

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O.C. 1925-89, s. 23.
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**24.** Expenses incurred for ambulance transportation qualify for reimbursement when prescribed by a physician or a specialized nurse practitioner, except when the trip begins at the scene of the accident.

The maximum amount qualifying for reimbursement for the transporting of a victim within Québec is provided in Schedule III.

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O.C. 1925-89, s. 24; S.Q. 2020, c. 6, s. 50.
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**25.** Expenses incurred for transportation by bus, subway or train qualify for reimbursement.

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O.C. 1925-89, s. 25.
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- **26.** Expenses incurred for transportation by private automobile qualify for reimbursement up to the highest maximum amount provided in Schedule III per kilometre travelled, in the following instances:
  - (1) when the victim's state of health precludes the use of public transit;
  - (2) where public transit does not serve the itinerary that must be travelled;
  - (3) when taking a private automobile is more economical than using public transit.

Otherwise, those expenses qualify for reimbursement up to the lowest maximum amount provided in Schedule III per km travelled.

O.C. 1925-89, s. 26; O.C. 765-96, s. 3; O.C. 1613-2023, s. 6.

- 27. Expenses incurred for transportation by taxi or by an automobile considered to be a taxi within the meaning of section 4 of the Highway Safety Code (chapter C-24.2) qualify for reimbursement in the following instances:
  - (1) when the victim's state of health precludes the use of public transit;
  - (2) where public transit does not serve the itinerary that must be travelled;
- (3) when using a taxi or an automobile considered to be a taxi is more economical than using public transit.

O.C. 1925-89, s. 27; O.C. 765-96, s. 4; O.C. 1613-2023, s. 7.

- **28.** Expenses incurred for compensating the time spent waiting for a taxi or an automobile considered to be a taxi within the meaning of section 4 of the Highway Safety Code (chapter C-24.2) qualify for reimbursement when the following conditions are met:
  - (1) this means of transportation is used in compliance with section 27;
- (2) circumstances are such that it would be more costly for the victim to turn the taxi or the automobile considered to be a taxi away rather than to assume the cost of waiting.

O.C. 1925-89, s. 28; O.C. 765-96, s. 5; O.C. 1613-2023, s. 8.

- **29.** Expenses incurred for parking and tolls qualify for reimbursement in the following instances:
  - (1) when the victim uses a private vehicle in compliance with section 26;
- (2) when the victim uses a taxi or an automobile considered to be a taxi within the meaning of section 4 of the Highway Safety Code (chapter C-24.2) in compliance with section 27.

O.C. 1925-89, s. 29; O.C. 765-96, s. 6; O.C. 1613-2023, s. 9.

- **30.** Expenses incurred for air transportation qualify for reimbursement in the following instances:
  - (1) when the accident occurs in an isolated area;
- (2) when travel time or road conditions are such that another means of transportation is inadequate or dangerous;
  - (3) when it is more economical to use air transportation than any other means of transportation.

O.C. 1925-89, s. 30.

**31.** Expenses incurred for emergency transportation by any means qualify for reimbursement when such transportation is warranted owing to circumstances.

O.C. 1925-89, s. 31.

**32.** Expenses incurred for a meal qualify for reimbursement to the maximum amounts provided in Schedule III.

O.C. 1925-89, s. 32.

- **33.** Expenses incurred for accommodation away from the victim's residence qualify for reimbursement in the following instances:
  - (1) when the distance between the place where the victim must receive care and his residence so warrants;
  - (2) when the victim's state so warrants.

These expenses qualify for reimbursement to the maximum amounts provided in Schedule III.

O.C. 1925-89, s. 33.

**33.1.** For the purposes of sections 26, 32 and 33, the maximum amounts provided for in Schedule III are revalorized following the modifications that the Conseil du trésor may make to its *Directive sur les frais remboursables lors d'un déplacement et autres frais inhérents* (C.T. 194603, 2000-03-30).

Despite the foregoing, the revalorization has effect from 1 January following the making by the Conseil du trésor of the modifications made to its directive.

O.C. 677-2017, s. 10; O.C. 1613-2023, s. 10.

#### **DIVISION IV**

## CLOTHING WORN AT THE TIME OF THE ACCIDENT

**34.** Expenses incurred for purposes of cleaning, repairing or replacing clothing worn at the time of the accident qualify for reimbursement to a maximum amount of \$400.

The maximum amount provided in the first paragraph is raised to \$1,000 in the event that the clothing for which a reimbursement is requested includes leather garments or a helmet worn by a motorcyclist or cyclist.

O.C. 1925-89, s. 34.

35. The reimbursement must primarily be used for the repair or cleaning of the clothing. The replacement only qualifies for reimbursement if it is impossible to obtain adequate repair or cleaning, or when the repair would prove to be more costly than the replacement.

O.C. 1925-89, s. 35.

#### **DIVISION V**

## OTHER EXPENSES

**36.** Subject to sections 37 to 43, expenses incurred for the purchase, manufacture, alteration, repair or replacement of shoes qualify for reimbursement when prescribed by a physician or a specialized nurse practitioner.

O.C. 1925-89, s. 36; S.Q. 2020, c. 6, s. 50.

37. Expenses incurred for the purchase of shoes especially made for the victim due to his pathological condition resulting from the accident, qualify for reimbursement when no adequate alteration can be made to non-specially manufactured shoes for such victim.

O.C. 1925-89, s. 37.

**38.** Expenses incurred for the alteration of shoes qualify for reimbursement when the shoes must be specially altered for the victim due to his pathological condition resulting from the accident.

O.C. 1925-89, s. 38.

**39.** Expenses incurred for the purchase of shoes qualify for reimbursement when the shoes that the victim already has are incompatible with the alteration that must be made.

O.C. 1925-89, s. 39.

**40.** Expenses incurred for the purchase of 2 pairs of shoes qualify for reimbursement when the victim must permanently wear shoes of a different size due to his pathological condition resulting from the accident and that no adequate alteration can be made to only one pair of shoes.

O.C. 1925-89, s. 40.

**41.** Sections 37 to 40 may be applied concurrently. Nonetheless, expenses incurred under these sections only qualify for reimbursement to ensure the victim has a maximum of 5 pairs of shoes to wear.

O.C. 1925-89, s. 41.

**42.** Expenses incurred for the repair of the 5 pairs of shoes covered by sections 37 to 40 qualify for reimbursement.

O.C. 1925-89, s. 42.

**43.** Expenses incurred for the replacement of the 5 pairs of shoes covered by sections 37, 39 and 40 qualify for reimbursement at a rate of 50%. Nonetheless, expenses incurred for the alteration of shoes so replaced qualify for full reimbursement.

O.C. 1925-89, s. 43.

**44.** Expenses incurred for the purchase, repair, replacement or adjustment of clothing adapted to the victim's physical condition qualify for reimbursement when incurred for a medical reason resulting from the accident and when prescribed by a physician or a specialized nurse practitioner.

O.C. 1925-89, s. 44; O.C. 789-93, s. 7; S.Q. 2020, c. 6, s. 50.

**44.1.** Expenses incurred for the purchase of dressings qualify for reimbursement when incurred for a medical reason resulting from the accident.

O.C. 600-2014, s. 1.

**45.** (*Revoked*).

O.C. 1925-89, s. 45; O.C. 789-93, s. 8.

**46.** (*Revoked*).

O.C. 1925-89, s. 46; O.C. 789-93, s. 8.

**47.** (*Revoked*).

O.C. 1925-89, s. 47; O.C. 789-93, s. 8.

**48.** Expenses incurred for the purchase of medications qualify for reimbursement when incurred for a medical reason resulting from the accident.

The medications qualifying for reimbursement are the following:

- (1) medications listed in the List of medications in Schedule 1 to the Regulation respecting the List of medications covered by the basic prescription drug insurance plan (chapter A-29.01, r. 3);
  - (2) medications referred to in sections 6.2 and 6.3 of the List.

Expenses incurred for the purchase of medications outside Québec qualify for reimbursement according to the terms and conditions set out in the second paragraph by applying equivalences, where necessary.

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O.C. 1925-89, s. 48; O.C. 789-93, s. 9; O.C. 600-2014, s. 2.
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**49.** Expenses incurred for using the jaws of life qualify for reimbursement to a maximum of \$360. Such amount is revalorized on 1 January of each year in the manner prescribed by Chapter VIII of Title II of the Act.

The reimbursement is increased by a maximum amount of \$1.75 per kilometre travelled when the distance to be covered in order to transport the jaws of life device to the scene of the accident is over 50 km.

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O.C. 1925-89, s. 49; O.C. 789-93, s. 10.
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- **50.** Expenses incurred for the obtaining of a report prepared by a health care professional within the meaning of section 83.8 of the Act and needed for the processing of a claim qualify for reimbursement to a maximum of the following amounts:
- (1) in the case of a report prepared by a health care professional other than a physician or a specialized nurse practitioner, \$30;
  - (2) in the case of a report prepared by a physician or a specialized nurse practitioner:
  - (a) \$30 for an "Initial Report";
  - (b) \$80 for an "Assessment Report";
  - (c) \$80 for a "Progress Report";
  - (d) \$75 for an "Aftereffects Report".

Where a report is prepared by a physician or a specialized nurse practitioner otherwise than on a form provided for that purpose by the Société for a report referred to in subparagraph 2 of the first paragraph, it qualifies for reimbursement to a maximum amount of \$30.

```
O.C. 1925-89, s. 50; O.C. 789-93, s. 11; O.C. 366-2010, s. 1; O.C. 677-2017, s. 11; S.Q. 2020, c. 6, s. 46.
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51. In the case of an incapable victim not already under tutorship or for whom a protection mandate has not been homologated, expenses incurred for the appointment of a tutor or for homologation of a protection mandate given by a person of full age qualify for reimbursement to a maximum of \$2,500.

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O.C. 1925-89, s. 51; O.C. 765-96, s. 7; I.N. 2016-01-01 (NCCP); O.C. 677-2017, s. 12; S.Q. 2020, c. 11, s. 226.
```

**52.** Real loss of wages incurred by a victim who is fit to work may be reimbursed up to a maximum amount of \$160 a day, where the victim has to temporarily leave work to receive medical or paramedical care or to undergo an examination by a health care professional at the request of the Société.

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O.C. 1925-89, s. 52; O.C. 1332-99, s. 6; O.C. 677-2017, s. 13.
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**53.** Expenses incurred for long-distance telephone calls made by a hospitalized victim qualify for reimbursement to a maximum amount of \$50 per 30-day period.

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O.C. 1925-89, s. 53.
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**54.** Expenses incurred for long-distance telephone calls made by a victim in order to make an appointment with a health care professional for purposes of undergoing an examination required by the Société under section 83.12 of the Act, qualify for reimbursement.

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O.C. 1925-89, s. 54.
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#### **DIVISION V.1**

## **WHEELCHAIRS**

O.C. 789-93, s. 12.

§ 1. — Purchase Expenses

O.C. 789-93, s. 12.

- **54.1.** Expenses incurred for the purchase of a wheelchair qualify for reimbursement when the following conditions are met:
- (1) they are incurred for a medical reason resulting from the accident and are prescribed by a physician or a specialized nurse practitioner;
- (2) an evaluation of the victim's needs was made by an occupational therapist in the employ of an establishment governed by the Régie de l'assurance maladie du Québec on a form provided by the Société containing the following:
  - (a) the victim's name;
  - (b) the occupational therapist's name, the occupational therapist's evaluation and recommendation;
- (c) the name of the supplier referred to in paragraph 3 and the supplier's tender specifying the cost and guarantee;
- (3) 2 tenders based on the occupational therapist's evaluation were made by 2 wheelchair suppliers who are not related, unless only one wheelchair supplier was recommended by the occupational therapist on the form provided by the Société;
- (4) the victim was authorized by the Société to purchase a wheelchair at a cost fixed by the latter from either of the tenderers; and
- (5) the victim submitted an invoice to the Société for the purchase of the wheelchair. In addition to the elements required in a tender, the invoice shall contain the wheelchair manufacturer's code number, its components and accessories and the victim's or the mandatary's signature.

```
O.C. 789-93, s. 12; S.Q. 2020, c. 6, s. 50.
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- **54.2.** Expenses incurred for the purchase of the following wheelchairs, including delivery and labour charges, qualify for reimbursement to the following maximum amounts:
  - (1) \$3,500 for a manual wheelchair;
  - (2) \$3,500 for a scooter-type wheelchair;
  - (3) \$6,500 for a manual wheelchair with a manual standing mechanism;
  - (4) \$9,500 for a manual wheelchair with a powered standing mechanism;
  - (5) \$11,000 for a 4-wheel powered wheelchair;
  - (6) \$13,000 for a 4-wheel powered wheelchair with a chin, breath or other type of control; and
  - (7) \$15,500 for a powered wheelchair with a powered standing mechanism.

O.C. 789-93, s. 12.

§ 2. — Repair expenses

O.C. 789-93, s. 12.

- **54.3.** Expenses incurred for the repair of a wheelchair qualify for reimbursement when the following conditions are met:
  - (1) they are for the repair of a wheelchair, the purchase of which was reimbursed by the Société;
  - (2) they do not exceed 80% of the initial purchase price;
  - (3) they are not covered by the supplier's guarantee;
- (4) the victim submitted an invoice to the Société for repairs on the wheelchair. The invoice shall contain the following:
  - (a) a description of the repaired wheelchair and the manufacturer's code number;
  - (b) a description of the repaired or replaced components and the manufacturer's code number;
  - (c) a detailed cost of the repaired or replaced parts;
  - (d) delivery and labour charges;
  - (e) the guarantee offered on the repairs; and
  - (f) the victim's or the mandatary's signature.

O.C. 789-93, s. 12.

- **54.4.** Expenses incurred for the repair of manual and scooter-type wheelchairs, including delivery and labour charges, qualify for reimbursement to the following maximum amounts:
  - (1) \$300 during the first year following the purchase of the wheelchair; and
  - (2) \$1,000 for subsequent years.

O.C. 789-93, s. 12.

#### § 3. — Replacement expenses

O.C. 789-93, s. 12.

- **54.5.** Expenses incurred for the replacement of a wheelchair qualify for reimbursement when the following conditions are met:
- (1) the victim submitted, at his own expense, 2 estimates to the Société proving that the cost of repairing the wheelchair exceeds 80% of the initial purchase price; and
- (2) the victim met all the conditions covered by section 54.1 with respect to the reimbursement of the cost of purchasing a wheelchair.

O.C. 789-93, s. 12.

**54.6.** Expenses incurred for the replacement of a wheelchair qualify for reimbursement in the manner prescribed by section 54.2.

O.C. 789-93, s. 12.

## § 4. — Rental expenses

O.C. 789-93, s. 12.

- **54.7.** Expenses incurred for the rental of a wheelchair qualify for reimbursement when the following conditions are met:
  - (1) they are incurred for a medical reason resulting from the accident;
- (2) they are not incurred while the victim is not staying in an institution within the meaning of the Act respecting health services and social services (chapter S-4.2) or the Act respecting health services and social services for Cree Native persons (chapter S-5);
- (3) the rental period does not exceed 3 months, unless the victim submits a prescription from a physician or a specialized nurse practitioner justifying a rental for more than 3 months;
  - (4) the need to rent a wheelchair is justified by one of the following reasons:
- (a) the victim has applied and is waiting for a permanent wheelchair, the purchase of which was reimbursed by the Société or under another social security plan;
  - (b) the victim's temporary disability does not warrant the purchase of a wheelchair;
  - (c) the victim is trying out a stand-up wheelchair.
- (5) the victim submitted an invoice to the Société for the rental of a wheelchair. The invoice shall contain the following:
  - (a) a description of the rented wheelchair and the manufacturer's code number;
  - (b) a detailed rental cost, including delivery charges; and
  - (c) the victim's or the mandatary's signature.

O.C. 789-93, s. 12; S.Q. 2020, c. 6, s. 50.

**54.8.** Expenses incurred for the rental of a 4-wheel powered wheelchair or a scooter qualify for reimbursement only if the victim submits a prescription by a physician or a specialized nurse practitioner proving that the victim is unable to operate a manual wheelchair without assistance.

O.C. 789-93, s. 12; S.Q. 2020, c. 6, s. 50.

- **54.9.** Expenses incurred for the rental of the following wheelchairs, including delivery charges, qualify for reimbursement to the following monthly maximum amounts:
  - (1) \$50 for a conventional manual wheelchair;
  - (2) \$165 for a manual wheelchair with an adjustable centre of gravity;
  - (3) \$200 for a powered wheelchair or a scooter; and
  - (4) \$350 for a stand-up wheelchair.

O.C. 789-93, s. 12.

§ 5.—Accessories expenses

O.C. 789-93, s. 12.

- **54.10.** Expenses incurred for the purchase of wheelchair accessories qualify for reimbursement when the following conditions are met:
- (1) they are for a wheelchair, the purchase of which was reimbursed by the Société or under another social security plan;
- (2) an evaluation of the victim's needs was made by an occupational therapist in the employ of an establishment governed by the Régie de l'assurance maladie du Québec on a form provided by the Société containing the following;
  - (a) the victim's name;
  - (b) the occupational therapist's name, the occupational therapist's evaluation and recommendation;
- (c) where applicable, the name of the supplier referred to in paragraph 3 and the supplier's tender specifying the cost and guarantee.

However, if the accessory is a cushion or a technical posture assist, the victim must also have provided a prescription by a physician or a specialized nurse practitioner justifying the purchase;

- (3) in cases where costs exceed \$500, including delivery and labour charges, 2 tenders based on the occupational therapist's evaluation were made by 2 wheelchair suppliers who are not related, unless only one supplier of accessories was recommended by the occupational therapist on the form provided by the Société;
- (4) where applicable, the victim was authorized by the Société to purchase accessories at a cost fixed by the latter from either of the tenderers; and
- (5) the victim submitted an invoice to the Société for the purchase of accessories. In addition to the elements required in the tender, the invoice shall contain the accessories manufacturer's code number and the victim's or the mandatary's signature.

O.C. 789-93, s. 12; S.Q. 2020, c. 6, s. 50.

**54.11.** Expenses incurred for the repair or replacement of accessories, including delivery and labour charges, qualify for reimbursement to an annual maximum of \$100.

However, no annual maximum amount shall be fixed for expenses incurred for the repair or replacement of a special cushion, an upholstery cover or a technical posture assist.

O.C. 789-93, s. 12.

§ 6. — Evaluation expenses

O.C. 789-93, s. 12.

**54.12.** The cost of an evaluation of a victim's needs made by an occupational therapist and required under this Division qualifies for reimbursement by the Société when the latter has reimbursed the costs relating to the wheelchair or has requested the victim's presence for such an evaluation.

O.C. 789-93, s. 12.

- **54.13.** Expenses incurred for the evaluation qualify for reimbursement to the following maximum amounts:
  - (1) \$400 for a manual wheelchair or a scooter; and
  - (2) \$550 for a 4-wheel powered wheelchair or a stand-up wheelchair.

O.C. 789-93, s. 12; O.C. 677-2017, s. 14.

#### **DIVISION V.2**

#### MEDICAL SUPPLIES AND APPLIANCES

O.C. 789-93, s. 12.

§ 1. — Purchase expenses

O.C. 789-93, s. 12.

- **54.14.** Expenses incurred for the purchase of medical supplies or a medical appliance qualify for reimbursement when the following conditions are met:
- (1) they are incurred for a medical reason resulting from the accident and are prescribed by a physician or a specialized nurse practitioner;
- (2) in cases where costs exceed \$500, including delivery and labour charges, 2 tenders were made by 2 suppliers of medical supplies or appliances who are not related, unless there is only one supplier of the medical supplies or of the medical appliance prescribed by the physician or the specialized nurse practitioner on the form provided by the Société containing the following:
  - (a) the victim's name;
  - (b) the name of the supplier and the supplier's tender specifying the cost and guarantee;
- (3) where applicable, the victim was authorized by the Société to purchase the medical supplies or the medical appliance at a cost fixed by the latter from either of the tenderers;
- (4) the victim submitted an invoice to the Société for the purchase of medical supplies or a medical appliance. The invoice shall contain the following:
- (a) a description of the medical supplies or medical appliance purchased, including the manufacturer's code number, where applicable, and a detailed cost;

- (b) delivery and labour charges;
- (c) the guarantee offered;
- (d) the victim's or the mandatary's signature; and
- (5) the victim provided proof, at his own expense, that the cost of purchasing the medical supplies or the medical appliance does not exceed the rental cost.

O.C. 789-93, s. 12; S.Q. 2020, c. 6, s. 47.

**54.15.** The reimbursement of expenses incurred for the purchase of medical supplies or a medical appliance shall include delivery and labour charges.

O.C. 789-93, s. 12.

§ 2. — Repair expenses

O.C. 789-93, s. 12.

- **54.16.** Expenses incurred for the repair of medical supplies or a medical appliance qualify for reimbursement when the following conditions are met:
- (1) they are for medical supplies or a medical appliance, the purchase of which was reimbursed by the Société;
  - (2) they do not exceed 80% of the initial purchase price;
  - (3) they are not covered by the supplier's guarantee;
- (4) the victim submitted an invoice to the Société for repairs on the medical supplies or medical appliance. The invoice shall contain the following:
- (a) a description of the repaired medical supplies or medical appliance, including the manufacturer's code number, where applicable;
  - (b) a detailed cost of the repaired or replaced parts;
  - (c) delivery and labour charges;
  - (d) the guarantee offered on the repairs; and
  - (e) the victim's or the mandatary's signature.

O.C. 789-93, s. 12.

**54.17.** The reimbursement of expenses incurred for the repair of medical supplies or a medical appliance shall include delivery and labour charges.

O.C. 789-93, s. 12.

§ 3. — Replacement expenses

O.C. 789-93, s. 12.

**54.18.** Expenses incurred for the replacement of medical supplies or a medical appliance qualify for reimbursement when the following conditions are met:

- (1) the victim submitted, at his own expense, 2 estimates to the Société proving that the costs to repair the medical supplies or the medical appliance exceed 80% of the initial purchase price; and
- (2) the victim met all the conditions covered by section 54.14 with respect to the reimbursement of the cost of purchasing medical supplies or a medical appliance.

O.C. 789-93, s. 12.

**54.19.** The reimbursement of expenses incurred for the replacement of medical supplies or a medical appliance shall include delivery and labour charges.

O.C. 789-93, s. 12.

§ 4. — Rental expenses

O.C. 789-93, s. 12.

- **54.20.** Expenses incurred for the rental of medical supplies or a medical appliance qualify for reimbursement when the following conditions are met:
- (1) they are incurred for a medical reason resulting from the accident and are prescribed by a physician or a specialized nurse practitioner;
- (2) the rental period does not exceed 3 months, unless the victim submits a prescription from a physician or a specialized nurse practitioner justifying a rental for more than 3 months;
- (3) the victim submitted an invoice to the Société for the rental of medical supplies or a medical appliance. The invoice shall contain the following:
- (a) a description of the rented medical supplies or the medical appliance, including the manufacturer's code number, where applicable;
  - (b) a detailed rental cost, including delivery charges;
  - (c) the victim's or the mandatary's signature; and
- (4) the victim provided proof, at his own expense, that the cost of renting the medical supplies or the medical appliance does not exceed the purchase price.

O.C. 789-93, s. 12; S.Q. 2020, c. 6, s. 50.

**54.21.** The reimbursement of expenses incurred for the rental of medical supplies or a medical appliance shall include delivery charges.

O.C. 789-93, s. 12.

§ 5. — Specific rules relating to urological supplies

O.C. 789-93, s. 12.

- **54.22.** Expenses incurred for the purchase of urological supplies qualify for reimbursement when the following conditions are met:
- (1) they are incurred for a medical reason resulting from the accident and are prescribed by a physician or a specialized nurse practitioner;

(2) at the Société's request, the victim provides an evaluation of needs conducted by a nurse with competency in urology.

O.C. 789-93, s. 12; O.C. 765-96, s. 8; S.Q. 2020, c. 6, s. 48.

**54.23.** The reimbursement of expenses incurred for the purchase of urological supplies shall include delivery charges.

O.C. 789-93, s. 12.

**54.24.** The cost of an evaluation of a victim's needs required under this Subdivision qualifies for reimbursement by the Société when the latter has reimbursed the costs relating to the urological supplies or has requested the victim's presence for such an evaluation.

O.C. 789-93, s. 12; I.N. 2021-02-01.

**54.25.** Expenses incurred for the evaluation qualify for reimbursement to the maximum amount of \$25.

O.C. 789-93, s. 12.

#### **DIVISION VI**

#### REIMBURSEMENT OF TRAVEL AND ACCOMMODATION EXPENSES AND OF THE ALLOWANCE

**55.** Travel and accommodation expenses covered by section 83.5 of the Act qualify for reimbursement in the instances, conditions and up to the maximum amounts provided in sections 23 to 33, with necessary adaptations.

O.C. 1925-89, s. 55; O.C. 366-2010, s. 2.

**56.** The availability allowance covered by section 83.5 of the Act qualifies for reimbursement to the maximum amount of \$35 for availability of 4 hours or less for each day such availability is required, or \$70 for more than 4 hours daily.

O.C. 1925-89, s. 56; O.C. 765-96, s. 9; O.C. 366-2010, s. 2.

# **DIVISION VII**

#### REIMBURSEMENT OF MEDICAL ASSESSMENT FEES

- 57. The cost of the written expert report referred to in section 83.31 of the Act submitted by a person whose application for reconsideration, application for review or proceeding before the Administrative Tribunal of Québec is allowed qualifies for reimbursement up to the following maximum amounts:
- (1) \$1,600 for an expert report produced following the examination of the victim by a single health professional; and
- (2) \$1,600 for each health professional, up to a maximum of \$4,800, when the expert report is made following a joint examination of the victim by more than one professional.

O.C. 1925-89, s. 57; O.C. 765-96, s. 10; O.C. 677-2017, s. 15; S.Q. 2020, c. 6, s. 49; S.Q. 2022, c. 13, s. 95.

**58.** (*Omitted*).

O.C. 1925-89, s. 58.

## **CHAPTER III.1**

## LUMP SUM INDEMNITY FOR FUNERAL EXPENSES

O.C. 1613-2023, s. 11.

**58.1.** The lump sum indemnity covered by section 70 of the Act for which the succession of a victim may qualify is \$7,988.

O.C. 1613-2023, s. 11.

## **CHAPTER IV**

## **CONSUMER TAXES**

O.C. 677-2017, s. 16.

**59.** For the purposes of this Regulation, the amount representing any applicable consumer taxes with respect to goods and services for which the Société reimburses the cost is included in the maximum amounts that qualify for reimbursement provided for in this Regulation for those goods and services.

O.C. 677-2017, s. 16.

## **SCHEDULE I**

(ss. 1 and 4)

## LIST OF INJURIES

The figure "1" indicates an injury for which the personal home assistance requirements must be evaluated in accordance with the criteria prescribed in Schedule I.1.

The figure "2" indicates an injury for which the expenses incurred for personal home assistance requirements are reimbursed in accordance with the terms and conditions prescribed in section 4 of this Regulation, subject to the cases specified in section 2.

The figure "3" indicates an injury that is not considered for the purposes of personal home assistance.

In cases where an injury is not listed, a similar injury of equivalent severity shall be considered.

# Region 1A: Arms and/or thorax (left side)

# Region 1B: Arms and/or thorax (right side)

a Amerikakiana	
• Amputations Amputation of a thumb	2
Amputation of finger(s) other than the thumb	2
Amputation of the arm or hand (excluding the	2
isolated amputation of finger(s) or thumb)	1
Toolated ampacation of finger (b) of chamb,	_
Musculotendinous impairment	
Rotatar cuff syndrome	2
Rupture of the rotator cuff	2
Tendinitis of the elbow	2
Tendinitis of the wrist or the hand	2
• Burns	2
First-degree burn to the trunk	3 1
Second-degree burn to the trunk  Deep second-degree burn to the trunk	1
Third-degree burn to the trunk	1
First-degree burn to an arm	3
Second-degree burn to an arm	1
Deep second-degree burn to an arm	1
Third-degree burn to an arm	1
• Contusions where skin is not broken	
Contusion of the front chest wall	3
Arm contusion(s)	3
Breast contusion	3
Multiple contusions to the trunk	3
• Complications	
Peripheral vascular complications of the arm	2
Volkmann's ischemic contracture	2
Reflex sympathetic dystrophy of the arm	2
Pulmonary embolism	3
Pulmonary insufficiency	1
Pulmonary edema	1
Acute pericarditis	1
Compartmental syndrome of the arm	2
Paroxysmal tachycardia	1
Thoracotomy	2
• Sprains	•
Acromioclavicular sprain	2
Sprain of the chondrocostal articulation	2
Sprain of the chondrosternal articulation	2
Elbow sprain Shoulder sprain	2
Wrist sprain	2
Thumb sprain	2
	-
• Fractures	
Thorax	
Fracture of one or two ribs	2

# ${\bf AUTOMOBILE\ INSURANCE-REIMBURSEMENT\ OF\ EXPENSES}$

Fracture of three or more ribs		2	
Sternum fracture		2	
Flail chest-type fracture		2	
Arm			
Scapula fracture		2	
Clavicle fracture		2	
Fracture of the carpus		2	
Fracture of one or more metacarpals		2	
Fracture of one or more phalanges of the fingers		2	
Fracture of the upper epiphysis of the humerus Diaphyseal fracture of the humerus		2	
Inferior epiphyseal fracture of the humerus		2	
Superior epiphyseal fracture of the radius or ulna		2	
Diaphyseal fracture of the radius or ulna		2	
Inferior epiphyseal fracture of the radius or ulna		2	
Dislocations without fracture			
Shoulder dislocation including acromioclavicular dislocation		2	
Finger dislocation (one or more)		2	
Elbow dislocation		2	
Dislocation of the wrist		2	
Sternoclavicular		2	
• Wounds		2	
Traumatic arthrotomy of the arm Wound(s) to arm		3	
Wound(s) to arm Wound(s) to wrist, hand or fingers with damage to tendons		2	
Wound(s) to arm, excluding wrist and hand, with damage to tendons	S	2	
Wound(s) to the hand or elbow requiring a cast		2	
Wound of the front chest wall		3	
• Internal chest injuries			
Pulmonary contusion with or without pleural effusion		3	
Hemothorax		3	
Pneumohemothorax		3	
Pneumothorax		3	
Acute myocardial infraction		1	
Trauma of the lung with penetrating chest wound		1	
Trauma of the diaphragm Trauma of another intrathoracic organ		1	
(bronchi, oesophagus, pleura or thymus)		1	
(account, coochings, because of only made)		_	
Blood vessel damage			
Damage to the thoracic aorta	See	related	injuries
Damage to the brachiocephalic artery or subclavicular artery	See	related	injuries
Damage to the superior vena cava	See	related	injuries
Damage to the brachio-cephalic vein or subclavicular vein	See	related	injuries
Damage to the blood vessels in the arm (axillary, brachial,			
radial, cubital)			injuries
Damage to pulmonary vessels (artery and/or vein)	See	re⊥ated	injuries
Superficial injuries			
Superficial injury to the arm		3	
Superficial injury to the trunk		3	
Nerve damage			

# ${\bf AUTOMOBILE\ INSURANCE-REIMBURSEMENT\ OF\ EXPENSES}$

Damage to the circumflex nerve		
Damage to the uniar norve   1	Damage to the circumflex nerve	1
Damage to the uniar nerve	Damage to the median nerve	1
Damage to the maculoutaneous nerve of the arm 1 Damage to the maculoutaneous nerves of the arm 3 Damage to the cutaneous nerves of the arm 3 Damage to the cutaneous nerves of the arm 3 Damage to the brachial plexus 1  Region 2A: Left leg Region 2B: Right leg  **Amputations* Amputation of toes 1 Amputation of the leg, excluding the isolated amputation of toe(s) 1  **Masculotendinous impairment* Tendinitis of the hip 2 Tendinitis of the knee 2 Tendinitis of the Ankle and/or foot 2  **Impairment of menisci 1 Tear of one or more menisci of the knee 2  **Burns First-degree burn to a leg 1 Deep second-degree burn to a leg 1 Deep second-degree burn to a leg 1 Third-degree burn to a leg 1 Third-degree burn to a leg 2  **Compartmental syndrome of the leg 2 Reflex sympathetic dystrophy of the leg 2 Compartmental syndrome of the leg 2  **Contusions where skin is not broken 2 Contusion(s) of the leg 2  **Contusions where skin is not broken 2 Contusions for the acetabulum 2 Fracture of the acetabulum 2 Fracture of the acetabulum 2 Fracture of femoral neck 2 Diaphyseal fracture of the timis and/or fibula 2 Diaphyseal fracture of the timis and/or fibula 2 Diaphyseal fracture of the timis and/or fibula 2 Diaphyseal fracture of the timis and/or metataraus 2 Fracture of the talus 5 Fracture of the talus 7 Fracture of the t		
Damage to the musculocutaneous nerve of the arm 1 Damage to the collateral palmar nerves (digital nerves) 1 Damage to the brachial plaxus 1 Damage to the brachial plaxus 1 Region 2A: Left leg Region 2B: Right leg  **Amputations Amputation of toes Amputation of toes 1 Amputation of the leg, excluding the isolated amputation of toe(s) 1 **Musculotendinous impairment  **Indinities of the Ankle and/or foot 2  **Musculotendinous of the keee 2  **Musculotendinous of menisci of the keee 2  **Musculotendinous impairment of menisci of the keee 2  **Musculotendinous impairment of menisci of the keee 2  **Musculotendinous impairment of menisci of the keee 3  **Survise impairment of a leg 1  **Complications  **Pristandegree burn to a leg 2  **Compairmental syndrome of the leg 2  **Contusions where skin is not broken 2  **Contusions where skin is not broken 2  **Contusions where skin is not broken 2  **Sprains  **Hip sprain 2  **Ankle sprain 2  **Compairment of the scetabulum 2  **Practures of the acetabulum 2  **Practures of femoral neck 2  **Practures of the patella 3  **Superior epiphyseal fracture of the femur 2  **Fractures of the some of the tibia and/or fibula 2  **Practures of the some of the tibia and/or metataraus 2  **Practure	-	_
Damage to the cutaneous nerves of the arm Damage to the collateral palmar nerves (digital nerves) Damage to the brachial plexus  Region 2A: Left leg Region 2B: Right leg  ***  *** Amputations Amputation of toes Amputation of the leg, excluding the isolated amputation of toe(s)  *** Musculotendinous impairment  **Pendinitis of the hip		
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Diaphyseal fracture of the tibia and/or fibula 2 Ankle fracture 2 Calcaneal fracture 2 Fracture of the talus 2 Fractures of other bones of the tarsus and/or metatarsus 2	-	
Ankle fracture 2 Calcaneal fracture 2 Fracture of the talus 2 Fractures of other bones of the tarsus and/or metatarsus 2		
Calcaneal fracture 2 Fracture of the talus 2 Fractures of other bones of the tarsus and/or metatarsus 2		
Fracture of the talus 2 Fractures of other bones of the tarsus and/or metatarsus 2		=
Fractures of other bones of the tarsus and/or metatarsus 2		
Fracture of one or more phalanges of the toes 2		
	Fracture of one or more phalanges of the toes	2

• Dislocations without fracture	2
Dislocation of the hip Dislocation of the patella	2
Dislocation of the knee	2
Dislocation of the ankle	2
Dislocation of the foot	2
Didlocation of the loot	2
• Wounds	
Traumatic arthrotomy of the knee	2
Traumatic arthrotomy of the ankle	2
Wound(s) to the ankle or knee requiring a cast	2
Leg wound(s), with damage to tendons	2
Leg wound(s)	3
Names damana	
• Nerve damage	1
Damage to the sciatic nerve	1 1
Damage to the crural nerve  Damage to the posterior tibial nerve	1
Damage to the common fibular nerve	1
	1
Damage to the lumbosacral plexus	3
Damage to the cutaneous nerves of the leg	3
Blood vessel damage	
Damage to the common and/or superficial femoral artery	See related injuries
Damage to the femoral and/or	-
saphenous veins	See related injuries
Damage to popliteal blood vessels	See related injuries
Damage to tibial blood vessels	See related injuries
. Companyi si ali iniumi sa	
• Superficial injuries Superficial injury to a leg	3
Superficial injury to a reg	3
Region 3A: Spinal column (fracture or dislocation)	
Region 3A: Spinal column (fracture or dislocation) Region 3B: Spinal column (hernia or sprain)	
Region 3B: Spinal column (hernia or sprain)  • Contusions	
Region 3B: Spinal column (hernia or sprain)	3
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk	3
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains	3
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain	3
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical	
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I)	3
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II)	3 2
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III)	3
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain	3 2
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without	3 2 2
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia)	3 2 2
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs	3 2 2 2
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs	3 2 2
Region 3B: Spinal column (hernia or sprain)  • Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs Thoracic or thoracolumbar sprain with neurological signs Lumbar or lumbosacral sprain	3 2 2 2
• Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs Lumbar or lumbosacral sprain Lumbar or lumbosacral sprain without	3 2 2 2
• Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs Lumbar or lumbosacral sprain Lumbar or lumbosacral sprain without objective clinical sign (lumbago)	3 2 2 2 3 2 2
• Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs Lumbar or lumbosacral sprain Lumbar or lumbosacral sprain without objective clinical sign (lumbago) Lumbar or lumbosacral sprain with musculoskeletal signs	3 2 2 2
• Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs Lumbar or lumbosacral sprain Lumbar or lumbosacral sprain without objective clinical sign (lumbago) Lumbar or lumbosacral sprain with musculoskeletal signs Lumbar or lumbosacral sprain with musculoskeletal signs Lumbar or lumbosacral sprain with neurological signs	3 2 2 2 3 2 2
• Contusions Contusion of the posterior wall of the trunk  • Sprains Cervical or cervicothoracic sprain Cervical sprain without objective clinical sign (cervicalgia, WAD I) Cervical sprain with musculoskeletal signs (WAD II) Cervical sprain with neurological signs (WAD III) Thoracic or thoracolumbar sprain Thoracic or thoracolumbar sprain without objective clinical sign (dorsalgia) Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with musculoskeletal signs Thoracic or thoracolumbar sprain with neurological signs Lumbar or lumbosacral sprain Lumbar or lumbosacral sprain without objective clinical sign (lumbago) Lumbar or lumbosacral sprain with musculoskeletal signs	3 2 2 2 3 2 2

#### • Fractures Cervical spine Fracture of one or more cervical vertebrae without neurological lesion Fracture of one or more cervical vertebrae with neurological lesion 1 Thoracic spine Fracture of one or more thoracic vertebrae without neurological lesion Fracture of one or more thoracic vertebrae with neurological lesion 1 Lumbar and sacral spine Fracture of one or more lumbar vertebrae without neurological lesion Fracture of one or more lumbar vertebrae with neurological lesion 1 2 Fracture of the sacrum and/or coccyx without neurological lesion Fracture of the sacrum and/or coccyx with neurological lesion • Dislocations without fracture Dislocation of one cervical vertebra Dislocation of one thoracic and/or lumbar vertebra 2 • Wounds Wound to the posterior wall of the trunk 3 • Isolated injury to the spinal cord Spinal cord injury of the cervical spine without vertebral lesion Spinal cord injury of the thoracic spine without vertebral lesion Spinal cord injury of the lumbar spine without vertebral lesion Spinal cord injury to the sacral spine without vertebral lesion 1 Cauda equina injury without vertebral lesion • Damage to the roots and rachidian plexus Damage to one or more cervical roots Damage to one or more thoracic roots 1 Damage to one or more lumbar roots Damage to one or more sacral roots 1 • Other impairments of the spine Herniated cervical disc 2 Herniated thoracic, lumbar or lumbosacral disc 2 Acquired spondylolisthesis Region 4: Pelvis, abdomen and pelvic structures • Amputations Amputation of the penis Amputation of the testicles, including rupture 2 • Complications Premature delivery or miscarriage 1 Pregnancy complications 1 Laparatomy 2 · Contusions where skin is not broken Wound of the abdominal wall 3 3 Wound of genital organs

. Foreign hading	
• Foreign bodies Foreign body in the digestive apparatus	3
roleigh body in the digestive apparatus	5
• Sprains	
Thoracic or thoracolumbar sprain	See spinal column
Sacroiliac sprain	2
Pelvic sprain (pubic symphysis)	2
• Fractures	
Fractue of the pubis	2
Fracture of the ilium and/or ischium	2
Multiple fractures of the pelvis	2
• Dislocations	
Dislocation in the pelvis	2
Distocation in the pervis	2
• Wounds	
Wound of the front or side abdominal wall	3
Wound of the external genital organs	3
Wound of the perineum	3
Vaginal wound	3
<ul> <li>Injury to internal organs of the abdomen and pelvis</li> </ul>	
Damage to the stomach	See laparatomy
Damage to the small intestine	See laparatomy
Damage to the large intestine and/or rectum	See laparatomy
Damage to the pancreas	See laparatomy
Damage to the liver	See laparatomy
Damage to the spleen	See laparatomy
Damage to the kidney	See laparatomy
Damage to the bladder and/or the urethra	See laparatomy
Damage to the urethra  Damage to internal genital organs	See laparatomy See laparatomy
Damage to other intra-abdominal organs (gall bladder,	see taparatomy
cystic ducts, peritoneum, adrenal gland)	3
Abdominal wall, inguinal or femoral trauma	
Inguinal or femoral hernia	See laparatomy
Epigastric or umbilical hernia	See laparatomy
Blood vessel damage	
Damage to the abdominal aorta	See laparatomy
Damage to the inferior vena cava	See laparatomy
Damage to the celiac trunk and/or mesenteric arteries	See laparatomy
Damage to the portal vein and/or spenic vein	See laparatomy
Damage to renal blood vessels	See laparatomy
Damage to iliac blood vessels	See laparatomy
Region 5: Head, neck, face	
Impairment of the eye and of its adjacent structures	
Eyelid tear with impairment of the lacrimal ducts	3
Eyelid or periocular tear without impairment	-
of the lacrimal ducts	3
Choroidal or retinal detachment	2
Traumatic enucleation	2
Hemorrhage of the iris or ciliary body	2

Updated to November 30, 2024

# ${\bf AUTOMOBILE\ INSURANCE-REIMBURSEMENT\ OF\ EXPENSES}$

Vitreous hemorrhage	2
Hemorrhage and rupture of the choroid	2
Retinal or preretinal hemorrhage	2
Subconjunctival hemorrhage	3
Perforation of the eyeball	2
Trauma to the eyeball	2
Orbital wound	2
oldical would	_
• Burns	
Burns to the cornea or conjunctival sac	2
First-degree burn to the head or neck	3
Second-degree burn to the head or neck	1
Deep second-degree burn to the head or neck	1
Third-degree burn to the head or neck	1
Burn to the mucous membrane of the mouth and pharynx	3
Internal burn to the larynx, trachea or lung	See burns to the
incolnal bain to the larymm, trached of lang	head or neck
Unspecified burn to the eye and its adjacent structures	See burns to the
onspectifica barn to the eye and les adjacent structures	head or neck
Burn to the eyelid and/or periocular region	See burns to the
buin to the eyerra ana, or periocalar region	head or neck
	nedd of neek
• Complications	
Stroke	1
Cerebral embolism	1
CCICDIAI CHDOIIGH	1
• Contusions	
Contusion of the face, scalp and/or neck	3
Contusion of the eyelid and/or the periocular region	3
Contusion of orbital tissue	2
Contusion of the eyeball	2
concuston of the equalit	_
Foreign bodies	
Foreign body in the mouth	3
Foreign body in the cornea	3
Foreign body in the ear	3
Foreign body in the conjunctival sac	3
to the second se	
• Sprains	
Sprain (displacement) of the nasal septum cartilage	3
Maxillary sprain	3
• Fractures	
One or more broken teeth	3
Fracture of bones of the nose	3
Mandible fracture	3
Fracture of the malar bone and/or maxilla	3
LeFort I-type fracture	3
LeFort II-type fracture	2
LeFort III-type fracture	2
Fracture of the orbital floor or lower orbital wall	1
Fracture of the larynx and/or trachea	1
Fracture of the palace and/or tooth sockets	3
Fracture of the orbit (excluding fractures	
of the upper wall or orbital floor)	3
Fracture of base without intracranial trauma	1
Fracture of base with intracranial trauma	1

# ${\bf AUTOMOBILE\ INSURANCE-REIMBURSEMENT\ OF\ EXPENSES}$

Fracture of calvarium without intracranial trauma Fracture of calvarium with intracranial trauma	1 1
• Dislocations Temporo-maxillary dislocation	3
• Wounds Facial wound Thyroid gland wound Head wound, excluding face Outer ear injury Injury of the internal parts of the mouth, including the tongue Neck wound	3 See related wounds 3 3 3 3
Laryngeal and/or tracheal wound Pharyngeal wound Wound of the tympanum and/or eustachian tube	See related wounds See related wounds See related wounds
• Intracranial trauma not associated with a skull fracture Concussion Mild craniocerebral trauma (loss of consciousness for less than 30 minutes and/or Glasgow Coma score of 13 or more and/or post-traumatic amnesia for less than 24 hours) Moderate or severe craniocerebral trauma Cerebral contusion or laceration Intracranial hemorrhage Subarachnoid hemorrhage, extradural or subdural hematoma Trauma to the labyrinth	3 1 1 1 1
• Superficial trauma Superficial trauma of the conjunctiva Superficial trauma of the cornea Superficial injury to the face, neck and/or scalp Damage to superficial nerves of head and/or neck	3 3 3 3
• Cranial nerve damage  Damage to the common motor ocular nerves  Damage to the abducens nerve  Damage to the optic nerve and/or visual pathways  Damage to the trochlear (pathetic) nerve	1 1 2 1

O.C. 1925-89, Sch. I; O.C. 789-93, s. 13; O.C. 1332-99, s. 7.

## **SCHEDULE I.1**

(s. 2)

# DETAILED EVALUATION OF PERSONAL HOME ASSISTANCE REQUIREMENTS

Each activity in the detailed table must be evaluated do determine the personal home assistance requirements:

No assistance required: the victim is capable of carrying out the activity alone, safely and effectively.

**Partial assistance required:** the victim is capable of safely and effectively carrying out alone a significant part of the activity, but requires the regular help of another person to carry out de activity completely.

**Maximum assistance required:** the victim is incapable of safely and effectively carrying out the activity alone and requires the help of another person during the entire activity or most of it. The assistance may be physical or verbal.

# **DETAILED EVALUATION CHART**

Personal home assistance requirements	None	Partial	Maximum
Personal hygiene and care	<b>*</b>	<b>*</b>	•
1. personal hygiene	0	5	9
2. dressing and undressing	0	3	6
3. eating	0	8	15
Bladder and intestinal elimination	•	•	•
4. use of toilet	0	6	11
5. menstrual hygiene	0	0.3	0.6
6. use of disposable briefs	0	7	14
7. emptying of bladder into a bag attached to the skin	0	5	9
8. emptying of bladder by catheterism	0	14	27
9. emptying of bladder by a catheter à demeure	0	6	12
10. emptying of the bladder by urinary condom	0	7	15
11. emptying of the bladder by urinary condom and by tapping	0	11	21
Condoil and by capping		11	21
12. emptying of the intestine into a bag			
attached to the skin	0	8	15
13. emptying of the intestine through the			
use of a suppository, an enema solution or annal stimulation	0	5	9

# ${\bf AUTOMOBILE\ INSURANCE-REIMBURSEMENT\ OF\ EXPENSES}$

14. irrigation of the bladder	0	1	2	
Health care		*	<u> </u>	
15. taking of medication	0	2	3	
13. taking of medication				
16. tracheostomy maintenance and aspiration	0	8	15	
17. clapping, thoracic pressure, postural drainage	0	2	4	
18. skin care (prevention of pressure wounds)	0	2	3	
19. home exercise program	0	2	3	
20. other health care (in accordance with the method prescribed in the description of activities)	0		36	
21. putting in place a prosthesis or an orthosis	0	2	3	
22. maintenance of special equipment	0	1	2	
Locomotion	•	•	•	
23. arising from bed and going to bed	0	3	6	
24. use of available facilities at home	0	2	3	
25. using a mode of transportation	0	1	2	
26. use of patient lifting devices or transfers with two helpers	0		6	
Household activities	•	<b>*</b>	•	
27. preparation of a light meal	0	5	9	

28. preparation of a complex meal	0	4	7	
29. daily housekeeping	0	3	6	
30. weekly housecleaning	0	2	3	
31. care of household linen and clothes	0	1	2	
32. shopping and services	0	2	3	
33. budget management	0	0.5	1	
24 Talana askinikia	0	10	2.0	
34. Leisure activities	0	12	30	
35. Sleep	0	48	72	

TOTAL SCORE

#### **DESCRIPTION OF ACTIVITIES**

## Personal hygiene and care

- (1) **personal hygiene** means to wash every part of the body including hair; dental hygiene; transfer to bathtub or shower, grooming (shaving, applying makeup, combing hair; doing nails, hair removal). If the assistance requirements are for appearance purposes only, they must involve at least 3 activities to be rated "partial assistance;"
- (2) dressing and undressing means to dress and undress oneself, including outdoor clothing;
- (3) **eating** means to serve oneself a beverage, season and cut food, lift food to one's mouth. This includes feeding oneself using special equipment, such as a nasogastric tube or a tube used in a gastrostomy;

## Bladder and intestinal elimination

- (4) **use of toilet** means to use a toilet or commode, a urinal or bedpan; wipe oneself, rearrange clothing and stand up. This activity is rated "no assistance" where a special device for bladder or intestinal elimination is used;
- (5) **menstrual hygiene** means to put a sanitary napkin, tampon or disposable brief in place and clean the genital region;
- (6) **use of disposable briefs** means to put on and remove the brief; ensure hygiene; put on clothing and transfer to bed if necessary. This activity is rated "no assistance" where another special device for bladder or intestinal elimination is used (activities 7 through 14) or if activity No. 4 "use of toilet" is rated;
- (7) **emptying of bladder into a bag attached to the skin (ileac bladder)** means to use (put in place and remove) and maintain the equipment, ensure hygiene; rearrange clothing;

- (8) **emptying of bladder by catheterism** means to use and maintain the equipment, ensure hygiene, rearrange clothing, perform transfers;
- (9) **emptying of bladder by a catheter à demeure (and bag)** means to use and maintain the equipment, ensure hygiene, rearrange clothing;
- (10) **emptying of the bladder by urinary condom (and bag)** means to use and maintain the equipment (including emptying the bag), ensure hygiene, rearrange clothing, perform transfers;
- (11) **emptying of the bladder by urinary condom with tapping (and bag)** means to use and maintain the equipment; tapping, ensure hygiene, rearrange clothing, perform transfers;
- (12) emptying of the intestine into a bag attached to the skin (colostomy, ileostomy) means to use and maintain the equipment; ensure hygiene, rearrange clothing;
- (13) **emptying of the intestine with an enema solution, a suppository or anal stimulation** means to use and maintain the equipment; ensure hygiene, put the disposable brief in place if necessary and rearrange clothing;
- (14) irrigation of the bladder means to use and maintain the equipment; ensure hygiene;

#### Health care

- (15) **taking of medication** means to prepare, ingest or apply medication (pills, ointments, drops, bandages, and injections). If the medication is associated with the accident, required assistance is rated whether or not it is a result of the accident. If the medication is not associated with the accident, required assistance is rated if it is a result of the accident;
- (16) tracheostomy maintenance and aspiration means to maintain the tracheostomy and withdraw secretions;
- (17) **clapping, thoracic pressure, postural drainage** means to apply the techniques of clearing the respiratory tract during infections. It is rated "maximum assistance" where the assistance is required more than three months a year;
- (18) **skin care** means to carry out daily skin care to prevent pressure-induced ulcerations; repositioning regularly during the day, regular skin examination. The required assistance to turn the person over at night will be evaluated in activity No. 35 "Sleep";
- (19) **home exercise program** means to carry out an exercise program prescribed and supervised by a health professional. The program's aim must be to treat injuries associated with the accident or maintain the person's state of health, and must present advantages over direct treatment by the health professional alone;
- (20) **other health care** means to provide medically prescribed health care other than that specifically provided for in the grid. Three points are attributed for every 15 minutes of assistance required per day. A maximum of 36 points (3 hours per day) may be attributed. If the other health care is associated with the accident, the required assistance, whether or not it is a result of the accident, must be rated according to the grid. If the other health care is not associated with the accident, the required assistance must be a result of the accident in order to be rated according to the grid;
- (21) **putting in place a prosthesis or an orthosis** means to put on or take off a prosthesis or orthosis, including compressive clothing, splints or compensatory aids;
- (22) **maintenance of special equipment** means to clean and maintain special equipment such as a wheelchair, prosthesis, orthosis or compensatory aid. This excludes equipment for bladder and intestinal elimination with a special device. Where maximum assistance is required less than three times, a week, it is rated as "partial assistance";

#### Locomotion

- (23) arising from bed and going to bed means to get out of bed and to go to bed for the night;
- (24) **use of available facilities at home** means to move about inside the home; to enter and leave one's home; to make use of the facilities other than those required for the activities provided for in the grid; to open and close the windows and doors; to make use of the furniture, to operate switches and use communication devices (telephone, radio, television);
- (25) **using a mode of tansportation** means to get into a vehicle, to get out of it; put in and take out a wheelchair or walking assists if necessary. This excludes assistance required for health services associated with the accident;
- (26) use of patient lifting devices or transfers with two helpers means that it is necessary to use a lifting device or two helpers are required to perform transfers; where only one helper is required, it is evaluated in the "personal hygiene and care" section;

#### Household activities

- (27) **preparation of a light meal** means to plan and prepare two meals per day consisting of simple foods, reheated meals or those requiring little preparation. The activity usually corresponds to the preparation of breakfast and lunch;
- (28) **preparation of a complex meal** means to plan and prepare one meal per day requiring several steps in its preparation. The activity usually corresponds to the preparation of dinner;
- (29) **daily housekeeping** means to wash the dishes; to wipe the counters, the table and cooking surface; to clean the sink; to put things away; to sweep the floor; to make the bed;
- (30) **weekly housecleaning** means to wash the floors, bathroom applicances and electrical appliances; to dust; to vacuum; to take out the garbage. The activity includes the annual cleanup: to wash the windows, walls and ceilings; to clean the cupboards, closets, floors, carpets; to wash the curtains and clean the drapes;
- (31) care of household linen and clothes means to wash, dry, iron, fold and put away household linen and clothes;
- (32) **shopping and services** means to plan and make purchases, including household items and clothing, shopping for groceries, at the drugstore, hardware store; to make appointments; to use public transit and services, including personal care (hairdresser, dentist, physician). This excludes activities related to health services associated with the accident;
- (33) **budget management** means to plan and carry out activities related to managing personal finances and supervising income and expenses. Managing the budget is considered to occur before shopping and using services;

#### Other activities

- (34) **leisure activities** means the physical or verbal assistance required to that the health and safety of the victim and those close to him are not endangered while the victim is awake and not busy with the activities listed in the grid. Having no service would result in the deterioration of the victim's physical or mental condition. This excludes other services by accompanying persons already provided for by the Société through other measures, such as an availability allowance or rehabilitation. This includes additional assistance, but not special assistance, that is required to do school work at home;
- (35) **sleep** means the physical or verbal assistance required so that the health and safety of the victim and those to him are not endangered while the victim is asleep. Having no service would result in the deterioration

of the victim's physical or mental condition. Assistance required to turn the victim over at a night is rated "partial assistance".

O.C. 1332-99, s. 7.

#### **SCHEDULE I.2**

(s. 2)

ADJUSTMENT OF THE DETAILED EVALUATION OF PERSONAL HOME ASSISTANCE REQUIREMENTS FOR VICTIMS UNDER 16 YEARS OF AGE

- Where the independence of a victim under 16 years of age is rated "none" or "limited" in accordance with the adjustment table, only the "no assistance" or "partial assistance" ratings may be attributed to the detailed evaluation table. However, the "partial assistance" rating is attributed to the detailed evaluation table if the assistance requirement is significantly greater than the usual parental assistance expected for a person of that age.
- Where the independence of a victim under 16 years of age is rated "total" in accordance with the adjustment table, the rating attributed to the assistance requirement is not adjusted.
- For household activities (activities 27 to 33), no assistance requirement is recognized for a victim under 12 years of age.
- The indication N.A. means no adjustment is applicable to this activity.
- An asterisk indicates that the adjustment is made only if the activity is associated with the automobile accident. If the activity is related to a condition prior to the accident, the adjustment is made according to the age at which independence would normally be acquired had the accident not occurred.

#### Description of the levels of independence

**None:** The contribution to the activity of the child under 16 years of age is slight. The parent must be present at all times, so that the activity is carried out safely and effectively.

**Limited:** The contribution to the activity of the child under 16 years of age is significant. The parent must, however, get involved regularly, either with verbal or physical assistance, so that the activity is carried out safely and effectively.

**Total:** The child under 16 years of age is able to carry out the activity safely and effectively. The parent does not have to get involved on a regular basis.

# ADJUSTMENT TABLE

Independence of a child according	None	Limited	Total
to age (in years)	(age)	(age)	(age)
Personal hygiene and care	<b>*</b>	•	<b>*</b>
1. personal hygiene	0 to 4 1/2	4 1/2 to 6 1/2	6 1/2 or +
2. dressing and undressing	0 to 2	2 to 6	6 or +
	- 00 2		
_			_
3. eating	0 to 2	2 to 6	6 or +
Bladder and intestinal elimination	<b>*</b>	•	<b>+</b>
4. use of toilet	0 to 2 1/2	2 1/2 to 6	6 or +
5. menstrual hygiene	N.A.	N.A.	N.A.
J. Menstruar nygrene	N.A.	N.A.	N.A.
6. use of disposable briefs	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
7. emptying of the bladder into a			
bag attached to the skin	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
8. emptying of the bladder by			
catheterism	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
9. emptying of the bladder by			
a catheter à demeure	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
10. emptying of the bladder by			
urinary condom	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
11. emptying of the bladder by			
urinary condom and by tapping	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *

12.	emptying of the intestine into			
	a bag attached to the skin	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
13.	emptying of the intestine through the use of a suppository, an enema solution or anal			
	stimulation	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
14.	irrigation of the bladder	0 to 2 1/2 *	2 1/2 to 6 *	6 or + *
Hea	lth care	<b>*</b>	•	•
<u>15.</u>	taking of medication	N.A. *	N.A. *	N.A. *
16.	tracheaostomy maintenance and aspiration	N.A. *	N.A. *	N.A. *
17.	clapping, thoracic pressure, postural drainage	N.A. *	N.A. *	N.A. *
18.	skin care (prevention of pressure wounds)	N.A. *	N.A. *	N.A. *
19.	home exercise program	N.A.	N.A.	N.A.
20.	other health care (in accordance with the method prescribed in the description			
	of activities	N.A.	N.A.	N.A.
21.	putting in place a prosthesis or an orthosis	N.A.	N.A.	N.A.
22.	maintenance of special equipment	N.A.	N.A.	N.A.
Loc	omotion	•	•	<b>*</b>
23.	arising from bed and going to bed	0 to 2	2 to 7	7 or +

24.	use of available facilities at				
	home	0 to 7	7 to 12	12 or +	
0.5		0 1 0	0 1 7	7	
25.	using a mode of transportation	0 to 2	2 to 7	7 or +	
26.	use of patient lifting devices				
	or transfers with 2 helpers	N.A.	N.A.	N.A.	
Hou	sehold activites	•	•	•	
27	nronaration of a light most	0 to 12	12 to 16	16 or +	
27.	preparation of a light meal	0 to 12	12 (0 16	10 01 +	
28.	preparation of a complex mael	0 to 12	12 to 16	16 or +	
29.	daily housekeeping	0 to 12	12 to 16	16 or +	
2.0		0 +- 10	10 +- 16	16	
30.	weekly housecleaning	0 to 12	12 to 16	16 or +	
31.	care of household linen				
	and clothes	0 to 12	12 to 16	16 or +	
32.	shopping and services	0 to 12	12 to 16	16 or +	
33	budget management	0 to 12	12 to 16	16 or +	
55.	budget management	0 00 12	12 00 10	10 01 1	
34.	Leisure activites	0 to 12	12 to 16	16 or +	
35.	Sleep	0 to 12	12 to 16	16 or +	

O.C. 1332-99, s. 7.

### **SCHEDULE I.3**

(s. 4)

#### **TABLE**

Where injuries were sustained in more than one anatomical region for which personal home assistance expenses were reimbursed in accordance with section 4 of this Regulation, the selection priority for a maximum of 3 anatomical regions is determined in the following order:

- (1) arsm or thorax (regions 1A and 1B);
- (2) legs (regions 2A and 2B);
- (3) spinal column (fracture or dislocation) (region 3A);
- (4) pelvis, abdomen, pelvic structures (region 4);
- (5) spinal column (hernia or sprain) (region 3B);

(6) head, neck, face (region 5).

Region	\$ 17% 44%
	44% 31% 44%
	44% 31% 44%
	44% 31% 44%
	31%
	31%
	31%
	44%
	44%
	44%
	·
	·
	·
	4.40
	4.40
	44%
	44%
spinal column	
(fracture or dislocation)	38%
spinal column	
(fracture or dislocation)	44%
spinal column	
(fracture or dislocation)	44%
	/I // O-
(Tracture or distocation)	44%
pelvis. abdomen.	
	38%
pelvis, abdomen,	44%
	spinal column (fracture or dislocation)  pelvis, abdomen, pelvic structures  pelvis, abdomen, pelvis structures

	_		
arms or thorax -	leg	pelvis, abdomen,	4.40
both sides injured	one leg injured	pelvic structures	44%
arms or thorax -	leg	pelvis, abdomen,	
both sides injured	both legs injured	pelvic structures	44%
arms or thorax -	leg	spinal column	210
one side injured	one leg injured	(hernia and/or sprain)	31%
arms or thorax -	leg	spinal column	
one side injured	both legs injured	(hernia and/or sprain)	44%
	1		
arms or thorax -	leg	spinal column	4.4.0
both sides injured	one leg injured	(hernia or sprain)	44%
arms or thorax -	leg	spinal column	
both sides injured	both legs injured	(hernia and/or sprain)	44%
		<del>-</del>	
.,	•		
arms or thorax -	leg		0.1.0
one side injured	one leg injured	head, neck, face	31%
arms or thorax -	leg		
one side injured	both legs injured	head, neck, face	44%
arms or thorax -	leg		
both sides injured	one leg injured	head, neck, face	44%
	one leg injuied	neud, neek, race	110
arms or thorax -	leg		
both sides injured	both legs injured	head, neck, face	44%
arms or thorax -	spinal column		
one side injured	(fracture or dislocation)		24%
	·		
.,			
arms or thorax -	spinal column		4.4.0
both sides injured	(fracture or dislocation)		44%
arms or thorax -	spinal column	pelvis, abdomen,	
one side injured	(fracture or dislocation)	pelvic structures	31%
			_

arms or thorax -	spinal column	pelvis, abdomen,	
	(fracture or dislocation)	pelvic structures	44%
both sides injured	(Ifacture of dislocation)	pervic structures	440
arms or thorax -	spinal column	spinal column	
one side injured	(fracture or dislocation)	(hernia or sprain)	24%
- Side Injuied	(IIICCUIE OI GISIOCATION)	(nermia or sprain)	210
arms or thorax -	spinal column	spinal column	
both sides injured	(fracture or dislocation)	(hernia or sprain)	44%
arms or thorax -	spinal column	head, neck, face	
one side injured	(fracture or dislocation)		24%
arms or thorax -	spinal column	head, neck, face	
both sides injured	(fracture or dislocation)		44%
arma ar tharan	noliti a shdomon		
arms or thorax -	pelvis, abdomen, pelvic structures		31%
one side injured	pervic structures		31%
arms or thorax -	pelvis, abdomen,		
both sides injured	pelvic structures		44%
	F		
arms or thorax -	pelvis, abdomen,	spinal column	
one side injured	pelvic structures	(hernia or sprain)	31%
arms or thorax -	pelvis, abdomen,	spinal column	
both sides injured	pelvic structures	(hernia or sprain)	44%
arms or thorax -	pelvis, abdomen,		
one side injured	pelvis, abdomen, pelvic structures	head, neck, face	
31%	pervic structures	nead, neck, race	
arms or thorax -	pelvis, abdomen,		
both sides injured	pelvic structures	head, neck, face	44%
arms or thorax -	spinal column		
one side injured	(hernia or sprain)		24%
arms or thorax -	spinal column		
both sides injured	(hernia or sprain)		44%
	(		110

arms or thorax -	spinal column		
one side injured	(hernia or sprain)	head, neck, face	24%
	· · ·	, ,	
arms or thorax -	spinal column		
both sides injured	(hernia or sprain)	head, neck, face	44%
arms or thorax -	head, neck, face		
one side injured	nead, neck, race		24%
<u> </u>			210
arms or thorax -	head, neck, face		
both sides injured			44%
Region	Region	Region	<u> </u>
leg			
one leg injured			17%
leg			21.0
both legs injured			31%
leg	spinal column		
one leg injured	(fracture or dislocation)		24%
1			
leg both legs injured	<pre>spinal column (fracture or dislocation)</pre>		31%
Doctr rego injured	(Tractare or distribution)		<u> </u>
leg	spinal column	pelvis, abdomen,	
both legs injured	(fracture or dislocation)	pelvic structures	24%
leg	spinal column	pelvis, abdomen,	
one leg injured	(fracture or dislocation)	pelvic structures	31%
leg	spinal column	spinal column	240
one leg injured	(fracture or dislocation)	(hernia or sprain)	24%
leg	spinal column	spinal column	
both legs injured	(fracture or dislocation)	(hernia or sprain)	31%

leg	spinal column		
one leg injured	(fracture or dislocation)	head, neck, face	24%
leg	spinal column		
both legs injured	(fracture or dislocation)	head, neck, face	31%
,			
leg <pre>one leg injured</pre>	pelvis, abdomen,		24%
one reg injured	pelvic structures		240
leg	pelvis, abdomen,		
both legs injured	pelvic structures		31%
leg	pelvis, abdomen,	spinal column	
both legs injured	pelvic structures	(hernia or sprain)	24%
		<del>_</del>	
leg	pelvis, abdomen,	spinal column	210
both legs injured	pelvic structures	(hernia or sprain)	31%
leg	pelvis, abdomen,		
both legs injured	pelvic structures	head, neck, face	24%
leg	pelvis, abdomen,		
both legs injured	pelvic structures	head, neck, face	31%
	-		
leg	spinal column		2.4.9
one leg injured	(hernia or sprain)		24%
leg	spinal column		
both legs injured	(hernia or sprain)		31%
leg	spinal column		
one leg injured	(hernia or sprain)	head, neck, face	24%
_			
leg	spinal column	bood mosts force	210
both legs injured	(hernia or sprain)	head, neck, face	31%
leg			
one leg injured	head, neck, face		17%
leg			
both legs injured	head, neck, face		31%
-			
II 1 1 1 N 1 20 2024			

Region	Region	Region	8
spinal column			
(fracture or			
dislocation)			24%
			_
spinal column			
(fracture or	pelvis, abdomen,		
dislocation)	pelvic structures		24%
	<del>-</del>		_
spinal column			
(fracture or	pelvis, abdomen,	spinal column	
dislocation)	pelvic structures	(hernia or sprain)	24%
	<del>-</del>		
spinal column			
(fracture or	pelvis, abdomen,		
dislocation)	pelvic structures	head, neck, face	24%
spinal column			
(fracture or	spinal column		
dislocation)	(hernia or sprain)		24%
spinal column (fracture or	aninal column		
dislocation)	spinal column (hernia or sprain)	head, neck, face	24%
disiocation)	(Hermia of Sprain)	neau, neck, race	24%
spinal column			
(fracture or			
dislocation)	head, neck, face		24%
			210
Region	Region	Region	8
pelvis, abdomen,			
pelvic structures			24%
pelvis, abdomen,	spinal column		
pelvic structures	(hernia or sprain)		24%

pelvis, abdomen,	spinal column		
pelvic structures	(hernia or sprain)	head, neck, face	24%
pelvis, abdomen,			
pelvic structures	head, neck, face		24%
Region	Region	Region	용
spinal column			
(hernia or sprain)			17%
spinal column			
(hernia and/or sprain)	head, neck, face		24%

Region	Region	Region	8
head, neck, fa	ce		17%

O.C. 1332-99, s. 7.

### SCHEDULE II

(Revoked)

O.C. 1925-89, Sch. II; O.C. 789-93, s. 14; O.C. 879-2002, s. 2; O.C. 677-2017, s. 17.

#### **SCHEDULE III**

### QUALIFYING EXPENSES FOR TRAVEL AND ACCOMMODATION

Section	Type of expense	Maxim	num amount reimbursed	
24	Ambulance transportation	Amounts established by the Ministeri Order concerning the determining of ambulances per area and per zone, the standards of transport by ambulance to (chapter L-0.2, r. 2)	ambulance service zones and the restandards for ambulance service	subsidiaries, the
26, 1st par.	Private automobile	- \$0.590 per km travelled		
26, 2nd par.	Private automobile	- \$0.170 per km travelled		
32	Meals	- Daily allowance:	\$46.25	
		or		
		- Breakfast:	\$10.40	
		- Lunch:	\$14.30	
		- Dinner:	\$21.55	
33	Lodging in a hotel or motel		Low season (01-11 to 31-05)	High season (01-06 to 31-10)
		- situated in the territory of Ville de Montréal or outside Québec	\$126.00	\$138.00
		- situated in the territory of Ville de Québec	\$106.00	
		- situated in the territory of Ville de Laval, Ville de Gatineau, Ville de Longueuil, Ville de Lac-Delage and Municipalité de Lac-Beauport	\$102.00	\$110.00
		- situated elsewhere in Québec	\$83.00	\$87.00
	Lodging other than in a hotel or motel		\$22.25	

O.C. 1925-89, Sch. III; O.C. 789-83, s. 15; O.C. 765-96, s. 11; O.C. 1138-2009, s. 5; O.C. 677-2017, s. 18; O.C. 1613-2023, s. 12.

#### **UPDATES**

O.C. 1925-89, 1989 G.O. 2, 4661

S.Q. 1990, c. 19, s. 11

O.C. 789-93, 1993 G.O. 2, 3158

O.C. 765-96, 1996 G.O. 2, 2883

O.C. 1332-99, 1999 G.O. 2, 4514

O.C. 879-2002, 2002 G.O. 2, 4401

O.C. 1138-2009, 2009 G.O. 2, 3648

O.C. 366-2010, 2010 G.O. 2, 1110

O.C. 902-2013, 2013 G.O. 2, 2494

O.C. 600-2014, 2014 G.O. 2, 1407

### AUTOMOBILE INSURANCE — REIMBURSEMENT OF EXPENSES

O.C. 203-2015, 2015 G.O. 2, 454

O.C. 677-2017, G.O. 2, 2049

S.Q. 2020, c. 6, ss. 44 to 50

O.C. 139-2021, 2021 G.O. 2, 769

S.Q. 2022, c. 13, ss. 93 to 95

S.Q. 2020, c. 11, s. 226

O.C. 1613-2023, 2023 G.O. 2, 2869