

**SUPREME COURT OF CANADA**

|  |  |
| --- | --- |
| **Citation:** Godbout *v.* Pagé, 2017 SCC 18, [2017] 1 S.C.R. 283 | **Appeals heard:** October 6, 2016  **Judgment rendered:** March 24, 2017  **Dockets:** 36385, 36388 |

Between:

Thérèse Godbout,

Louis Godbout and Iris Godbout

Appellants

and

Jean-Maurice Pagé, Anick Dulong,

Moreno Morelli, Martin Lavigne, Jacques Toueg and

Hôpital du Sacré-Coeur de Montréal

Respondents

- and -

Attorney General of Quebec and

Société de l’assurance automobile du Québec

Interveners

And between:

Gilles Gargantiel

Appellant

and

Attorney General of Quebec

Respondent

- and -

Société de l’assurance automobile du Québec

Intervener

**Official English Translation**

**Coram:** McLachlin C.J. and Abella, Karakatsanis, Wagner, Gascon, Côté and Brown JJ.

|  |  |
| --- | --- |
| **Reasons for Judgment:**  (paras. 1 to 78) | Wagner J. (McLachlin C.J. and Abella, Karakatsanis, Gascon and Brown JJ. concurring) |

|  |  |
| --- | --- |
| **Dissenting reasons:**  (paras. 79 to 160) | Côté J. |

Godbout *v.* Pagé, 2017 SCC 18, [2017] 1 S.C.R. 283

Thérèse Godbout,

Louis Godbout and Iris Godbout Appellants

v.

Jean‑Maurice Pagé, Anick Dulong,

Moreno Morelli, Martin Lavigne, Jacques Toueg and

Hôpital du Sacré‑Cœur de Montréal Respondents

and

Attorney General of Quebec and

Société de l’assurance automobile du Québec Interveners

‑ and ‑

Gilles Gargantiel Appellant

v.

Attorney General of Quebec Respondent

and

Société de l’assurance automobile du Québec Intervener

**Indexed as:** Godbout ***v.*** Pagé

2017 SCC 18

File Nos.: 36385, 36388.

2016: October 6; 2017: March 24.

Present: McLachlin C.J. and Abella, Karakatsanis, Wagner, Gascon, Côté and Brown JJ.

on appeal from the court of appeal for quebec

*Insurance — Automobile insurance — Bodily injury — No‑fault public automobile insurance scheme — Automobile accident causing injury — Victims suffering aggravated or separate injuries because of subsequent faults attributable to third parties — Whether bodily injuries suffered by victims were “suffered . . . in an accident” within meaning of Automobile Insurance Act — Type of causal link required in case of subsequent fault committed by third party — Whether civil action against third parties in question is barred by application of public compensation scheme — Automobile Insurance Act, CQLR, c. A‑25, ss. 1 “accident”, “damage caused by an automobile”, 83.57.*

TG and GG were seriously injured in automobile accidents. Insofar as the alleged facts are assumed to be true, they subsequently suffered additional injuries because of faults attributable to third parties. These third parties were, in TG’s case, the medical staff who treated the injuries she had suffered in the accident and, in GG’s case, Sûreté du Québec officers who were allegedly negligent in searching for the crashed vehicle he was in. TG and GG have since been compensated for the whole of their injuries by the Société de l’assurance automobile du Québec (“SAAQ”) under the *Automobile Insurance Act* (“Act”). However, they are seeking to bring actions in damages against the third parties in question for subsequent faults that caused them aggravated or separate bodily injury.

In the case of the appeal concerning TG, the parties jointly submitted to the Superior Court the question whether s. 83.57 of the Act has the effect of barring any civil action against a third party in respect of a fault that was committed subsequently to an automobile accident and that caused a separate injury. The Superior Court found that such an action was admissible provided that the existence of a separate fault and a separate injury could be proved. The Court of Appeal allowed the appeal and set aside the Superior Court’s decision on the basis that s. 83.57 barred a civil action against the third parties in question.

In the case of the appeal concerning GG, the third parties in question asked for the dismissal of the action under art. 165(4) of the former *Code of Civil Procedure*. The Superior Court granted the motion and dismissed the action on the basis that the prohibition against civil actions set out in s. 83.57 of the Act applied. In a decision rendered the same day as its decision concerning TG, the Court of Appeal dismissed the appeal and affirmed the Superior Court’s decision.

*Held* (Côté J. dissenting): The appeals should be dismissed.

*Per* McLachlin C.J. and Abella, Karakatsanis, Wagner, Gascon and Brown JJ.: The question in the appeals is whether a person injured in an automobile accident who is eligible to receive compensation under the Act but whose condition is aggravated as a result of a fault committed by a third party can bring a civil action against the third party to seek compensation for bodily injury resulting from that subsequent fault. The question arises because the Act provides that, where bodily injury was “suffered . . . in an accident” (“*causé dans un accident*” in the French version of the Act), that is, “any event in which damage is caused byan automobile”, the compensation the victim can receive is limited exclusively to amounts paid by the SAAQ regardless of who is at fault. Moreover, s. 83.57 states that such compensation “stands in lieu of all rights and remedies by reason of bodily injury and no action in that respect shall be admitted before any court of justice”.

The difficulty in construing the word “*causé*” (caused) used in the French version of the Act in the context of the specific scheme of the Act stems mainly from its evocation of conceptions of causation that apply in the law of civil liability under the *Civil Code of Québec*. In light of the context of the enactment of the Act and the legislature’s intent, on the one hand, and the principles applicable to the interpretation of the Act, on the other, the appropriate causal link in the context of the compensation scheme established by the Act cannot be the same as or be derived from the one that prevails in the general law of civil liability: it is *sui generis* in nature. It must be given a large and liberal interpretation that will further the Act’s purpose, although that interpretation must also be plausible and logical. Whether such a link exists is primarily a question of logic and fact, and depends on the circumstances of each case. The appropriate causal link in the context of the Act is of course not as strong as the one that applies in the law of civil liability. We must therefore refrain from borrowing from concepts associated with the traditional form of causality, such as the distinction between the occasion and cause of the injury. For the purposes of the Act, it will be enough to establish a sufficiently close link between the bodily injury and the automobile accident; in contrast, a fortuitous connection will not suffice.

The Act was enacted nearly 40 years ago to address the serious inequities then occurring in the compensation of victims for bodily injuries caused by automobiles. It was rooted in a societal choice that reflected a social compromise by which all drivers were to collectively assume the financial consequences of bodily injuries caused by automobile accidents. Any civil action with respect to such injuries has been prohibited since that time. As the legislature intended, an automobile accident victim who suffers bodily injury in the accident and as a result of events subsequent to the accident — related, for example, to care or treatment provided after the accident or to the acts of first responders (police officers, ambulance attendants, etc.) at the scene of the accident — need not identify someone who has committed a fault, is guilty or can be blamed for the aggravation or a separate part of his or her injury. The purpose of the Act is to ensure that the victim need not engage in costly and uncertain court proceedings in order to obtain compensation for the whole of his or her injury.

The Act confers civil immunity on everyone in respect of injuries suffered in automobile accidents, and this immunity applies with no exceptions. Provided that there is a plausible, logical and sufficiently close link between, on the one hand, the automobile accident and the subsequent events (in the context of these appeals, the fault of a third party) and, on the other hand, the resulting injury, the Act will cover the whole of the injury, and the immunity it confers will apply. Thus, the fact that the injury in question has an aggravated or separate aspect that can be attributed to events that occurred subsequently to the automobile accident is immaterial: those events will be deemed to be part of the accident, and therefore of the cause of the whole of the injury.

In these cases, the additional bodily injury suffered by TG and by GG is an injury “suffered . . . in an accident” within the meaning of the Act. It originated in a series of events that have a plausible, logical and sufficiently close link to one another and have, in each case, the automobile accident as their starting point. The causal link under the Act is established regardless of the fact that the accident and the fault alleged against the third parties in question did not occur at the same time or in the same place. As a result, TG and GG are entitled to the compensation provided for in the Act but, because of s. 83.57 of the Act, are not entitled to bring further civil liability proceedings against the third parties in order to obtain additional or complementary compensation.

Finally, on the alternative issue, the acceptance of the compensation payments received from the SAAQ does not in itself bar any claim for damages from anyone in addition to or in lieu of that compensation on the basis that it entails a presumption of waiver of the right to bring an action against a third party. In the civil law, waiver (or renunciation) is either express or tacit. Moreover, whether there has been a waiver is very much a fact‑based question that depends, *inter alia*, on the intention of the waiving party. Evidence of that intention must be presented and analyzed before a waiver can be found to have occurred. No such intention has been proven in these cases, as they have not yet gone to trial, which means that it has not been possible to assess any evidence of the intention of TG or that of GG.

*Per* Côté J. (dissenting): It was not open to the Court of Appeal to determine whether the injuries alleged by TG and GG in these cases were aggravated, as opposed to separate, injuries. An aggravated injury is very different from a separate injury caused by a fault subsequent to a first event. The fact that these cases concern separate injuries is admitted, as is — for the purposes of these appeals — the fact that the alleged faults were subsequent to the accidents.

Each time there is a separate injury, the court cannot conclude that an action is barred without first determining whether the injury in question was “suffered . . . in an accident”. The wording and purpose of the Act, together with the context in which it was enacted and the legislative intent, support the conclusion that it is necessary in each case to determine whether the Act applies to the separate injury at issue. A large and liberal interpretation is necessary in the determination of whether bodily injury was suffered in an accident. However, such a large and liberal interpretation of the Act in combination with the *sui generis* nature of the causal link cannot have the effect of making the scope of the Act so broad that the issue of causation becomes totally irrelevant. It is wrong to conclude that the *sui generis* nature of causation in the context of the Act’s compensation scheme necessarily implies that the initial chain of causation can never be broken by a new fact that causes a separate injury.

No interpretation can be found to be plausible and logical if it leads to the conclusion that a medical or other fault subsequent to an accident is considered to occur “in an accident” simply because it has a link to that accident. Such an interpretation has the effect of linking separate and subsequent injuries to an accident that is merely the occasion of their occurrence but is not their cause. That interpretation cannot be reconciled with the words of the Act.

The only way to truly respect the legislature’s intent, which it has expressed in clear language in the Act, is to allow a civil action to be brought against a third party who committed a fault subsequently to an automobile accident and caused injuries separate from those suffered in the accident itself. In other words, the prohibition of civil actions provided for in s. 83.57 of the Act does not apply in such circumstances. Section 83.57 creates an exception to the general law of civil liability, which is basedon the principle of full compensation, and such an exception must be narrowly construed.

In the Act, the legislature has defined a compensable bodily injury as any physical or mental injury, including death, “suffered . . . in an accident” and has, in addition, defined an accident as “any event in which damage is caused by an automobile”. If it had wanted the scope of the compensation scheme to extend to separate injuries suffered as a result of an event subsequent to an accident (here, the subsequent fault), the legislature would have said so clearly and would thus have extended the scope of the Act to include injuries suffered “following an accident”. The words of the Act and common sense thus preclude the argument that a separate injury caused by a medical or a hospital fault — or by negligent conduct on the part of police officers — subsequent to an accident can constitute an injury that was “suffered . . . in an accident”. A medical or hospital fault, or a fault committed by police officers, does not occur in the general context of the use of a vehicle.

Such an interpretation is also mindful of the internal consistency of the Act, as it gives full meaning to s. 12.1. That provision, which contemplates the possibility of a party bringing a civil action in order to seek compensation for bodily injuries that were not “suffered . . . in an accident”, shows that a victim has a right to bring a civil action against a third party in respect of an injury that is not covered by the Act.

Road risks are what the legislature wanted to provide for in a scheme that pays compensation regardless of who is at fault. The legislature did not intend to create, nor did it in fact create, a no‑fault liability scheme for police officers, physicians or other third parties who might commit faults subsequently to automobile accidents and thereby cause separate injuries. The interpretation of the Act should not therefore produce such a result. It is up to the legislature, not the courts, to expand the coverage of the Act to other types of risks, since the application of the general law of civil liability cannot be excluded without a clear intervention on the legislature’s part. The scope of s. 83.57 of the Act is therefore limited by the wording of the section: although the Act must be interpreted liberally, this should not make it possible to extrapolate and to extend the immunity it confers to everything that relates in any way to an automobile accident.

Therefore, s. 83.57 of the Act does not bar the action in damages. Moreover, the fact that compensation has been claimed and received from the SAAQ by the victims cannot be interpreted as a waiver of any civil action. The concept of waiver does not apply within the framework of the Act. The effect of s. 83.57 of the Act is to establish a single, complete compensation scheme for the injuries the Act covers. It is the fact that damage is characterized as “bodily injury” that gives rise to a right to compensation: if the bodily injury was suffered in an accident, then the Act applies and s. 83.57 bars any action is respect of that injury in a court of civil jurisdiction. This means that an individual never has both a right to compensation under the Act and a right to take the person allegedly responsible for his or her injury to court. In short, it is impossible to waive a right that one does not have.

**Cases Cited**

By Wagner J.

**Applied:** *Westmount (City) v. Rossy*, 2012 SCC 30, [2012] 2 S.C.R. 136; *Productions Pram* *inc.* *v. Lemay*, [1992] R.J.Q. 1738; **not followed:** *Badeaux v. Corp. intermunicipale de transport de la Rive‑sud de Québec*, [1986] J.Q. no 473 (QL); *Morin v. Québec* *(Ville de)*, 2009 QCCS 3202; *C.S. v. Québec (Commission des affaires sociales)*, [1996] AZ‑51214610; *Assurance Automobile — 68*, [1997] C.A.S. 212; **distinguished:** *Law, Union & Rock Insurance Co. v. Moore’s Taxi Ltd.*, [1960] S.C.R. 80; *St‑Jean v. Mercier*, S.C.C., No. 27515, January 15, 2001 (*Bulletin of Proceedings*, January 19, 2001, pp. 94‑95); *St‑Jean v. Mercier,* [1998] J.Q. no 234 (QL), aff’d [1999] R.J.Q. 1658, aff’d 2002 SCC 15, [2002] 1 S.C.R. 491; *Mitchell v. Rahman*, 2002 MBCA 19, 163 Man. R. (2d) 87; *Amos v. Insurance Corp. of British Columbia*,[1995] 3 S.C.R. 405; **referred to:** *Canada (Attorney General) v. Confédération des syndicats nationaux*, 2014 SCC 49, [2014] 2 S.C.R. 477; *Béliveau St‑Jacques v. Fédération des employées et employés de services publics inc.*, [1996] 2 S.C.R. 345; *R.C. v. Québec (Société de l’assurance automobile)*, 2007 QCTAQ 08233, 2007 CanLII 40372; *G.P.P. v. Québec (Société de l’assurance automobile)*, 2004 CanLII 68602; *J.W. v. Québec (Société de l’assurance automobile)*, 1998 LNQCTAQ 1230 (QL); *F.C. v. Québec (Société de l’assurance automobile)*, 2008 QCTAQ 10851, 2008 CanLII 64282, aff’d 2009 QCTAQ 09478, 2009 CanLII 54439; *D.H. v. Québec (Société de l’assurance automobile)*, 2011 QCTAQ 4101, 2011 LNQCTAQ 110 (QL); *M.C. v. Québec (Société de l’assurance automobile)*, 2010 QCTAQ 09161, 2010 CanLII 80613; *S.F. v. Québec (Société de l’assurance automobile)*, 2011 QCTAQ 08760, 2011 CanLII 71337; *Québec (Société de l’assurance automobile) v. Viger*, [2000] R.J.Q. 2209; *Chalifoux v. Québec (Commission des affaires sociales)*, 2003 CanLII 72168;

By Côté J. (dissenting)

*Canada (Attorney General) v. Confédération des syndicats nationaux*, 2014 SCC 49, [2014] 2 S.C.R. 477; *Westmount (City) v. Rossy*, 2012 SCC 30, [2012] 2 S.C.R. 136; *Gray v. Cotic*, [1983] S.C.R. 2; *Productions Pram* *inc.* *v. Lemay*, [1992] R.J.Q. 1738; *Greenshields v. The Queen*, [1958] S.C.R. 216; *Canada (Attorney General) v. Xuan*, [1994] 2 F.C. 348; *Heritage Capital Corp. v. Equitable Trust Co.*, 2016 SCC 19, [2016] 1 S.C.R. 306; *Jabel Image Concepts Inc. v. Minister of National Revenue* (2000), 257 N.R. 193; *Agraira v. Canada (Public Safety and Emergency Preparedness)*, 2013 SCC 36, [2013] 2 S.C.R. 559; *R. v. Zeolkowski*, [1989] 1 S.C.R. 1378; *Harris v. Cité de Verdun*, [1979] C.S. 690; *Cordero v. British Leyland Motors Canada Ltd.*, [1980] C.S. 899; *Lapalme v. Mareluc Ltée*, [1983] C.S. 646; *Periard v. Ville de Sept‑Îles*, [1985] I.L.R. ¶1‑1963; *Commission des accidents de travail du Quebec, Desfonds et Larocque v. Girard* (1988), 18 Q.A.C. 110; *Neveu v. Compagnie d’assurance Victoria du Canada* (1989), 30 Q.A.C. 97; *Belley v. Tessier‑Villeneuve*, [1990] R.R.A. 959; *Langlois v. Dagenais*, [1992] R.R.A. 489; *Bell ExpressVu Limited Partnership v. Rex*, 2002 SCC 42, [2002] 2 S.C.R. 559; *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27; *Mitchell v. Rahman*, 2002 MBCA 19, 163 Man. R. (2d) 87; *G.D. v. Centre de santé et des services sociaux A*, 2008 QCCA 663, [2008] R.J.D.T. 663; *St‑Jean v. Mercier*, 2002 SCC 15, [2002] 1 S.C.R. 491.

**Statutes and Regulations Cited**

*Act respecting industrial accidents and occupational diseases*, CQLR, c. A‑3.001, ss. 438 to 447.

*Act respecting the Société de l’assurance automobile du Québec*, CQLR, c. S‑11.011, s. 2.

*Automobile Insurance Act*,CQLR, c. A‑25, ss. 1, 2, 5, 6, 7, 12.1, 73, 83.44, 83.44.1, 83.57, 83.59.

Bill 67, *Automobile Insurance Act*, 2nd Sess., 31st Parl., 1977, s. 66 (first reading).

Bill 67, *Automobile Insurance Act*, 2nd Sess., 31st Parl., 1977 (assented to December 22, 1977).

Bill 113, *An Act to amend the Automobile Insurance Act*, 2nd Sess., 34th Parl., 1993.

*Civil Code of Québec*.

*Code of Civil Procedure*, CQLR, c. C‑25, art. 165(4), 452.

*Highway Safety Code*, CQLR, c. C‑24.2, s. 605.

*Interpretation Act*, CQLR, c. I‑16, ss. 41, 41.1, 49, 50.

*Manitoba Public Insurance Corporation Act*, C.C.S.M., c. P215, s. 73.

*Revised Regulation (1984) under the Insurance (Motor Vehicle) Act*, B.C. Reg. 447/83, art. 79 [am. 335/84, Sch., s. 19; am. 379/85, Sch., s. 31].

**Authors Cited**

Baudouin, Jean‑Louis, Patrice Deslauriers et Benoît Moore. *La responsabilité civile*, 8e éd. Cowansville, Que.: Yvon Blais, 2014.

Belleau, Claude. *L’assurance automobile sans égard à la responsabilité: historique et bilan de l’expérience québécoise*. Sainte‑Foy, Que.: Publications du Québec, 1998.

Côté, Pierre‑André. *The Interpretation of Legislation in Canada*, 2nd ed. Cowansville, Que.: Yvon Blais, 1991.

Côté, Pierre‑André, in collaboration with Stéphane Beaulac and Mathieu Devinat. *The Interpretation of Legislation in Canada*, 4th ed. Toronto: Carswell, 2011.

Driedger, Elmer A. *Construction of Statutes*, 2nd ed. Toronto: Butterworths, 1983.

Gardner, Daniel. “L’interprétation de la portée de la *Loi sur l’assurance automobile*: un éternel recommencement” (2011), 52 *C. de D.* 167.

Perreault, Janick. *Assurance automobile au Québec: L’indemnisation du préjudice corporel des victimes d’accident d’automobile*, 3e éd. Brossard, Que.: Publications CCH, 2010.

Pigeon, Louis‑Philippe. *Drafting and Interpreting Legislation*, Toronto: Carswell, 1988.

Quebec. Assemblée nationale. Commission permanente de l’aménagement et des équipements. “Étude détaillée du projet de loi 113 — Loi modifiant la Loi sur l’assurance automobile”, *Journal des débats de la Commission permanente de l’aménagement et des équipements*, vol. 32, no102, 2e sess., 34e lég., 24 novembre 1993, p. 5369.

Quebec. Assemblée nationale. Commission permanente des consommateurs, coopératives et institutions financières. “Étude du projet de loi no 67 — Loi sur l’assurance automobile”, *Journal des débats de la Commission permanente des consommateurs, coopératives et institutions financières*, vol. 19, no 210, 2e sess., 31e lég., 20 octobre 1977, p. 6493.

Quebec. Assemblée nationale. Commission permanente des consommateurs, coopératives et institutions financières. “Mémoire de la Corporation professionnelle des médecins du Québec à la Commission parlementaire sur le Projet de Loi 67 Loi sur l’assurance automobile”, *Journal des débats de la Commission permanente des consommateurs, coopératives et institutions financières*, vol. 19, no 210, 2e sess., 31e lég., 20 octobre 1977, annexe II, p. 6539.

Quebec. Assemblée nationale. *Journal des débats*, vol. 19, no96, 2e sess., 31e lég., 19 août 1977, p. 3093.

Quebec. Assemblée nationale. *Journal des débats*, vol. 19, no 109, 2e sess., 31elég., 28 octobre 1977, p. 3786‑3787.

Quebec. Assemblée nationale. *Journal des débats*, vol. 19, no136, 2e sess., 31elég., 20 décembre 1977, p. 5047.

Tétrault, Robert. “L’appréciation du lien de causalité entre le préjudice corporel et le fait accidentel dans le cadre de la *Loi sur l’assurance automobile*” (1998‑99), 29 *R.D.U.S.* 245.

APPEAL from a judgment of the Quebec Court of Appeal (Pelletier, St‑Pierre and Gagnon JJ.A.), 2015 QCCA 225, 18 C.C.L.T. (4th) 42, [2015] AZ‑51147750, [2015] J.Q. no 664 (QL), 2015 CarswellQue 646 (WL Can.), setting aside a decision of Roy J., 2013 QCCS 4866, [2013] AZ‑51008567, [2013] J.Q. no 13389 (QL), 2013 CarswellQue 10187 (WL Can.). Appeal dismissed, Côté J. dissenting.

APPEAL from a judgment of the Quebec Court of Appeal (Pelletier, St‑Pierre and Gagnon JJ.A.), 2015 QCCA 224, [2015] AZ‑51147749, [2015] J.Q. no 662 (QL), 2015 CarswellQue 647 (WL Can.), affirming a decision of Mayer J., 2013 QCCS 1888, [2013] AZ‑50962709, [2013] J.Q. no 4584 (QL), 2013 CarswellQue 4255 (WL Can.). Appeal dismissed, Côté J. dissenting.

Jean‑Pierre Ménard, Marie‑Ève Martineau and *Karine Tremblay*, for the appellants Thérèse Godbout, Louis Godbout and Iris Godbout.

Marc Dufour and David Emmanuel Roberge, for the respondent Jean‑Maurice Pagé.

Mark Phillips and *Émilie Jutras*, for the respondents Anick Dulong, Moreno Morelli, Martin Lavigne, Jacques Toueg and Hôpital du Sacré‑Cœur de Montréal.

Andrew Kliger and Leonard Kliger, for the appellant Gilles Gargantiel.

Louise Comtois and Alexandra Hodder, for the respondent/intervener the Attorney General of Quebec.

Julien Gaudet‑Lachapelle and Manon Paquin, for the intervener Société de l’assurance automobile du Québec.

English version of the judgment of McLachlin C.J. and Abella, Karakatsanis, Wagner, Gascon and Brown JJ. delivered by

Wagner J. —

1. Overview
2. The *Automobile Insurance Act*, CQLR, c. A‑25 (“Act”), came into force in 1978. It changed an entire aspect of the scheme of civil liability in Quebec law by creating new rules applicable to automobile‑related accidents, including to the compensation payable for both property damage and bodily injury that result from them.
3. Since the Act was enacted, the courts have had many occasions to rule on the scope of those rules.
4. These appeals represent an opportunity for this Court to review the principles that govern the application of the Act, and in particular those with respect to compensation for bodily injury in the case of faults committed by third parties.
5. The basic question in the appeals is whether a person injured in an automobile accident who is eligible to receive compensation under the Act but whose condition is aggravated as a result of a fault committed by a third party can bring a civil action against the third party to seek compensation for bodily injury resulting from that subsequent fault. In other words, the Court must determine the scope of the no‑fault scheme under which compensation is paid in respect of bodily injury “suffered . . . in an accident” within the meaning of the Act. It must at the same time rule on the corollary to that scheme, namely the prohibition against any civil action where compensation is paid under the Act in respect of the injury in question (s. 83.57 of the Act).
6. The appeals concern events that forever altered the lives of the appellants Thérèse Godbout and Gilles Gargantiel, who were seriously injured in automobile accidents. Insofar as the alleged facts are assumed to be true, these two appellants subsequently suffered additional injuries because of faults attributable to third parties, namely the respondents. These third parties were, in Ms. Godbout’s case, the medical staff who treated the injuries she had suffered in the accident and, in Mr. Gargantiel’s case, Sûreté du Québec (“SQ”) officers who were allegedly negligent in searching for the crashed vehicle he was in. Ms. Godbout and Mr. Gargantiel have since been compensated for the whole of their injuries by the Société de l’assurance automobile du Québec (“SAAQ”) under the Act. However, they are seeking reparation for the injuries caused by the respondents’ faults. The parties are thus asking the Court to determine whether the appellants can, despite having been paid compensation under the Act, bring actions against the respondents for subsequent faults that caused them bodily injury. The question arises because the Act provides that, where bodily injury was “suffered . . . in an accident”, that is, “any event in which damage is caused byan automobile”, the compensation the victim can receive is limited exclusively to amounts paid by the SAAQ *regardless of who is at fault* (ss. 1, 2, 5 and 83.57 of the Act).
7. For the reasons that follow, I am of the view that the additional bodily injury suffered by Ms. Godbout and by Mr. Gargantiel, for which they are seeking reparation from the respondents, is an injury “suffered . . . in an accident” within the meaning of the Act. As a result, they are entitled to the compensation provided for in the Act but are not entitled to bring further civil liability proceedings against the respondents in order to obtain additional or complementary compensation. I would therefore dismiss the appeals.
8. Facts
9. The facts in the first appeal date back to January 10, 1999, when Ms. Godbout was seriously injured in an automobile accident. She was taken to and treated at Hôpital du Sacré‑Cœur de Montréal, where the respondents practised, one as an orthopaedic surgeon and the others as orthopaedic surgery residents. Fractures of both femurs, both tibias and the right tibial plateau were diagnosed and Ms. Godbout was operated on. A few days later, advanced compartment syndrome was observed together with muscle compartment necrosis. On February 20, 1999, Ms. Godbout had both legs amputated at the knees. In January 2002, she and the other appellants in her case filed a motion to institute proceedings. In those proceedings, she alleged that the respondents had failed to act in accordance with good practice in treating her and had thereby caused separate injuries that had not been suffered in the automobile accident but had instead been caused by the respondents’ faults. More specifically, Ms. Godbout argued that they had committed faults in diagnosis and in medical treatment and follow‑up in her case and that those faults were the direct causes of the amputation of her legs and of a permanent neurological impairment of her right hand. Even though she had received compensation from the SAAQ after the automobile accident for the whole of her bodily injury, she argued that she was entitled to additional compensation for the separate injuries resulting from the respondents’ faults. Her younger brother, Louis Godbout, and her only daughter, Iris Godbout, also claimed damages from the medical staff for injuries caused to them by the same faults.
10. On October 18, 2009, the appellant in the second appeal, Mr. Gargantiel, lost control of his automobile and was then lying unconscious in a ditch between the road and a railway track. Even though the OnStar company, having located Mr. Gargantiel’s vehicle by satellite, contacted the SQ’s call management centre several times and provided it with the GPS coordinates of the crashed vehicle, SQ officers were unable to locate it and decided to give up the search. More than 40 hours after the accident, the automobile was found by chance by a railway worker near the location indicated by the GPS coordinates OnStar had provided to the SQ. Mr. Gargantiel was found nearby with severe hypothermia and other serious bodily injuries. Part of his right leg had to be amputated as a result of frostbite. Following the accident, he received compensation from the SAAQ for the whole of his bodily injury. He nonetheless claimed damages from the Attorney General of Quebec (“AGQ”) for injuries linked to the negligence of the SQ officers who had participated in the search for his car, namely the partial amputation of his right leg and the resulting physical and psychological damage.
11. It is common ground that the question whether the actions brought by the appellants against the respondents in the two appeals are barred must be decided first having regard to the Act’s provisions. As a result, the alleged facts with regard to the accidents, injuries and faults are assumed to be true.
12. Judicial History
    1. Godbout
       1. Superior Court,2013 QCCS 4866
13. Roy J. of the Superior Court held that the appellants had a right to sue the respondents, provided that they could prove the existence of a separate fault and a separate injury. In reaching this conclusion, Roy J. considered herself bound by the wording of the question posed jointly by the parties, which read as follows: [translation] “If the Court were to conclude that the defendants committed a medical fault while the plaintiff was hospitalized subsequently to the automobile accident and that that medical fault caused separate injuries, would section 83.57 of Quebec’s *Automobile Insurance Act* bar the plaintiffs’ action in damages?” It was therefore that specific question that Roy J. was answering hypothetically. Roy J. had to rule on this point without having heard any evidence, and she stressed, in addition, how difficult it would be for the appellants, if allowed to do so, to prove the existence of a separate fault and an injury separate from the one “caused by the accident” (para. 43 (CanLII)). She added that the fact that the appellants had received compensation from the SAAQ did not in itself mean that they had waived their right to sue the respondents in civil liability.
14. Roy J. began by analyzing the relevant provisions of the Act and found no intention on the legislature’s part to exclude from the general law of civil liability cases in which a separate injury is caused by a fault committed by a third party subsequently to an automobile accident. After reviewing the case law, she noted that there are no cases either on the possibility of suing a third party who was responsible for a separate fault that caused a separate injury or on the scope of the prohibition against civil actions set out in s. 83.57 of the Act. In the absence of any final judgment to the effect that a third party cannot be sued for a fault and an injury separate from those committed and suffered at the time of the automobile accident, Roy J. held that s. 83.57 of the Act does not preclude such an action.
    * 1. Court of Appeal, 2015 QCCA 225
15. St‑Pierre J.A., who wrote the unanimous reasons of the Quebec Court of Appeal, allowed the appeal and set aside the trial judge’s decision. She concluded that s. 83.57 of the Act barred the appellants’ action in damages regardless of whether a subsequent medical fault and a separate injury caused by that fault were to be proved. In her opinion, this conclusion, which she described as plausible and logical, was preferable to accepting a breach in the no‑fault compensation scheme provided for in the Act. Such a breach could weaken the scheme and the protection it confers on victims of automobile accidents, as the SAAQ might then refuse to compensate victims who have received medical care if that care aggravated or may have aggravated their bodily injury.
16. Before arriving at that conclusion, St‑Pierre J.A. summarized the legal principles that apply in this area of the law, stressing that, [translation] “if importing a concept of causation originating in the law of civil liability into the [Act] could have effects or consequences that might frustrate its primary purpose, that cannot be proposed, tolerated or accepted” (para. 51 (CanLII)). With this in mind, she was of the opinion that the trial judge had erred in applying the intervening cause (“*novus actus interveniens*”) doctrine to hold that s. 83.57 of the Act did not apply. St‑Pierre J.A. explained that the conditions for applying that doctrine were not met even though the alleged facts were assumed to be true. She noted that the doctrine “applies only if two essential criteria are met ― (1) a total break in the chain of causation and (2) the establishment of a new chain based on an act that is not directly related to the initial fault” (para. 60). In St‑Pierre J.A.’s view, the alleged facts did not support a finding that there was no longer any link between the automobile accident and the injury in question or that a new link had come to exist because of inadequate medical treatment unrelated to the accident. In short, although the medical care at issue may have resulted in a medical fault, it had been provided in connection with the automobile accident for the purpose of treating the injury suffered in that accident. At issue in this case is, at most, an “aggravated injury” or “contributory fault”, not a “separate” injury. Yet such concepts are irrelevant in the context of a no‑fault compensation scheme such as that of the Act. Any automobile accident victim is thus compensated under the Act for the whole of his or her bodily injury and is barred from bringing an action in civil liability against a third party if that party has in fact committed a fault.
17. St‑Pierre J.A. also commented on the subject of waiver of the right to bring an action, although she acknowledged that it might not be necessary to rule on this ground of appeal. In any event, she concluded that where compensation payments are claimed, received and accepted, as Ms. Godbout did, there is a rebuttable presumption that she and the SAAQ recognize that the compensation scheme under the Act applies and that any other action is accordingly barred by law.
    1. Gargantiel
       1. Superior Court, 2013 QCCS 1888
18. Mayer J. of the Superior Court granted the AGQ’s motion to dismiss, finding that causation is given a large and liberal interpretation in the context of the Act and that the intervening causedoctrine was therefore not relevant. In his view, this finding flowed in particular from a number of decisions of the Administrative Tribunal of Québec (“ATQ”), which he summarized as follows: [translation] “. . . the SAAQ must provide compensation, in accordance with the principles set out in the Act, for any bodily injury suffered by a victim of an automobile accident either in the accident itself or while the injuries suffered in the accident are healing, regardless of whether the injury in question results directly from the original injuries, from the treatment received, from any complications that may result from that treatment, from a fortuitous event or even from the fault of a third party who is involved in the above” (para. 54; see also para. 68 to the same effect (CanLII)). Mayer J. noted that when the Act applies, it operates exclusively, even where a separate fault can be attributed to a third party. In this case, because the alleged fault of the SQ officers had been committed only after Mr. Gargantiel’s automobile accident, the whole of the resulting injury was covered by the Act and the prohibition against civil actions applied. In Mayer J.’s opinion, Mr. Gargantiel’s acceptance of the compensation paid by the SAAQ for the whole of his bodily injury entailed a waiver of any action against any person in respect of any injury that resulted from the automobile accident.
    * 1. Court of Appeal, 2015 QCCA 224
19. The Court of Appeal, per St‑Pierre J.A. in this case, too, dismissed the appeal on the basis that Mr. Gargantiel’s two grounds of appeal were without merit. On the first ground, which had to do with the analysis of causation and of the application of the intervening cause doctrine, St‑Pierre J.A. disagreed with Mr. Gargantiel’s arguments for the following three reasons:
20. Intervening cause is linked to the traditional civil law approach to causation, which must be disregarded when applying the provisions of the Act;
21. Even if the intervening cause doctrine were considered, the facts of the case would, in any event, not lead to the result advocated by Mr. Gargantiel;
22. The amputation and the injuries related to it clearly constituted bodily injury for which compensation could be paid under the Act, so that compensation stood in lieu of all rights and remedies.
23. St‑Pierre J.A. reviewed the facts of *Gargantiel* from the standpoint of causation. She noted that, although the injury suffered by Mr. Gargantiel may have been aggravated by the SQ officers’ fault, it could not be said that that injury was unrelated to the automobile accident: the injury he suffered resulted from a combination ― or continuum ― of events that were directly related to the accident and were inseparable from one another. St‑Pierre J.A. accordingly concluded that the frostbite and subsequent amputation constituted an injury [translation] “suffered in the accident” within the meaning of the Act (para. 41 (CanLII)).
24. On the second ground of appeal with respect to waiver of the right to seek any remedy other than a claim for compensation under the Act, given that the compensation payments already made by the SAAQ had been accepted, St‑Pierre J.A. applied the same presumption of waiver of the right to sue as in *Godbout*.
25. Issues
26. The main issue in these appeals is whether the Court of Appeal erred in law in concluding that s. 83.57 of the Act bars the actions in damages brought by Ms. Godbout and by Mr. Gargantiel, who allege that the parties against whom they brought those actions had committed faults that had caused them “separate” bodily injury. Ultimately, what must be determined is whether that bodily injury was “suffered . . . in an accident”, that is, in an “event in which damage is caused by an automobile”, within the meaning of the Act.
27. The appellants submit that the Court of Appeal altered the issue before it, as St‑Pierre J.A. referred in her analysis to an [translation] “aggravated” injury rather than to a “separate” injury. The substance of that characterization was argued by the parties. In my view, the characterization is not central to the resolution of the main issue given the nature of the appropriate causal link in the context of the application of the Act. Regardless of whether the injury is characterized as aggravated or separate, it has a plausible, logical and sufficiently close link to an automobile accident and is accordingly covered by the compensation scheme provided for in the Act. In any event, although, at the preliminary stage, “the facts alleged in the motion must be assumed to be true . . . the court is not bound by the legal characterization of those facts” (*Canada (Attorney General) v. Confédération des syndicats nationaux*, 2014 SCC 49, [2014] 2 S.C.R. 477, at para. 20 (emphasis deleted; citations omitted)).
28. An alternative issue in these appeals is whether the acceptance of the compensation payments received from the SAAQ bars any claim for damages from anyone in addition to or in lieu of that compensation. In principle, this issue need not be resolved in order to decide the appeals. Nevertheless, in view of the Court of Appeal’s comments regarding the existence of a “presumption of waiver”, this Court must clarify the legal reasoning that applies in this case.
29. Analysis
    1. Was the Bodily Injury “Suffered . . . in an Accident”?
       1. Causal Link Under the Act
30. The first paragraph of s. 83.57 of the Act reads as follows:

Compensation under this title stands in lieu of all rights and remedies by reason of bodily injury and no action in that respect shall be admitted before any court of justice.

1. To determine the scope of this section, it is necessary to consider the framework of the Act, and in particular the definitions set out in it. The term “bodily injury” is defined in the Act as “any physical or mental injury, including death, suffered by a victim in an accident, and any damage to the clothing worn by a victim” (s. 2). An “accident” is defined as “any event in which damage is caused by an automobile” (s. 1). The Act also defines “damage caused by an automobile” as follows:

. . . any damage caused by an automobile, by the use thereof or by the load carried in or on an automobile, including damage caused by a trailer used with an automobile, but excluding damage caused by the autonomous act of an animal that is part of the load and injury or damage caused to a person or property by reason of an action performed by that person in connection with the maintenance, repair, alteration or improvement of an automobile;

1. In addition, where there is a doubt as to whether bodily injuries were caused by an automobile, s. 12.1 of the Act provides that the SAAQ must be impleaded. This section is not intended to entitle an automobile accident victim to bring a civil action against a third party in respect of an injury that is covered by the Act, but concerns the determination of whether the causal link needed for the Act to apply exists in a given case.
2. Thus, where damage is caused by an automobile, there is an accident within the meaning of the Act. Compensation is then paid by the SAAQ for bodily injury suffered in the accident “regardless of who is at fault” (s. 5). Moreover, such compensation “stands in lieu of all rights and remedies by reason of bodily injury and no action in that respect shall be admitted before any court of justice” (s. 83.57 para. 1). This means that the Act provides for full compensation for bodily injury that falls within its ambit and accordingly bars any action in civil liability when the compensation provided for in the Act has been received.
3. Furthermore, as is the practice in legislative drafting, the definitions in the Act are drafted in the present tense. One cannot on this basis draw any conclusions with respect to the temporal scope of the Act in order to limit, for example, the definition of an automobile accident (P.‑A. Côté, with the collaboration of S. Beaulac and M. Devinat, *The Interpretation of Legislation in Canada* (4th ed. 2011), at pp. 80‑81; L.‑P. Pigeon, *Drafting and Interpreting Legislation* (1988), at p. 14).
4. The appeals actually raise the following question: Were the injuries suffered by Ms. Godbout and by Mr. Gargantiel “suffered . . . in an accident” within the meaning of the Act (“*causé dans un accident*” in the French version of the Act)? The difficulty in construing the word “*causé*” (caused) used in the French version of the Act in the context of the specific scheme of the Act stems mainly from its evocation of conceptions of causation that apply in the law of civil liability under the *Civil Code of Québec*. If the answer to this question is yes, which it will be in these appeals, then there is no need to consider the faults committed by the third parties who were involved in the accidents or in the injuries that resulted from those faults. In such a case, the victim can turn only to the SAAQ for compensation for the whole of the bodily injury “suffered . . . in an [automobile] accident”.
5. In light of the context of the enactment of the Act and the legislature’s intent, on the one hand, and the principles applicable to the interpretation of the Act, on the other, I am of the opinion that the appropriate causal link in the context of the compensation scheme established by the Act cannot be the same as or be derived from the one that prevails in the general law of civil liability: it is *sui generis* in nature. It must be given a large and liberal interpretation that will further the Act’s purpose, although that interpretation must also be plausible and logical. Whether such a link exists is primarily a question of logic and fact, and depends on the circumstances of each case. The appropriate causal link in the context of the Act is of course not as strong as the one that applies in the law of civil liability. We must therefore refrain from borrowing from concepts associated with the traditional form of causality, such as the distinction between the occasion and cause of the injury. For the purposes of the Act, it will be enough to establish a sufficiently close link between the bodily injury and the automobile accident; in contrast, a fortuitous connection will not suffice. Although this causal link has been expressed in different ways in the case law, it has been applied the same way in most of the judicial and tribunal decisions rendered since the Act came into force in 1978.
   * 1. Context of the Enactment of the Act, and the Legislative Intent
6. The Act was enacted nearly 40 years ago to address the serious inequities then occurring in the compensation of victims for bodily injuries caused by automobiles. Those inequities resulted from the application of the fault‑based principles of the general law of civil liability, which required victims to engage in lengthy and costly court proceedings in order to assert their right to reparation. Moreover, reparation for injuries was illusory in many cases, *inter alia* because the person at fault was insolvent or lacked adequate insurance coverage. Being of the view that automobile accidents were a “societal” risk that should be subject to exceptional rules, the legislature replaced the general law scheme then in force in Quebec with a no‑fault compensation scheme. Its purpose in doing so was to simplify and speed up the compensation process and to guarantee that as many victims as possible would receive compensation by establishing a viable public scheme that spared them the considerable uncertainties of court proceedings. This was a societal choice that reflected a social compromise by which all drivers were to collectively assume the financial consequences of bodily injuries caused by automobile accidents. Any civil action with respect to such injuries has been prohibited since that time (see C. Belleau, *L’assurance automobile sans égard à la responsabilité: historique et bilan de l’expérience québécoise* (1998), at p. 58; D. Gardner, “L’interprétation de la portée de la *Loi sur l’assurance automobile*: un éternel recommencement” (2011), 52 *C. de D.* 167, at pp. 168‑69 and 195; J. Perreault, *Assurance automobile au Québec: L’indemnisation du préjudice corporel des victimes d’accident d’automobile* (3rd ed. 2010), at pp. 4‑8).
7. As the legislature intended, an automobile accident victim who suffers bodily injury in the accident and as a result of events subsequent to the accident — related, for example, to care or treatment provided after the accident or to the acts of first responders (police officers, ambulance attendants, etc.) at the scene of the accident — need not identify someone who has committed a fault, is guilty or can be blamed for the aggravation or a “separate” part of his or her injury. The purpose of the Act is to ensure that the victim need not engage in costly and uncertain court proceedings in order to obtain compensation for the whole of his or her injury.
8. The appellants in *Godbout* argue that the Court of Appeal’s decision [translation] “deprived a victim of the right to bring an action in damages against a physician or a hospital after the victim was not treated in accordance with good practice where that medical or hospital fault caused injuries separate from the ones suffered in the automobile accident” (A.F. *Godbout*, at para. 5). They add that, [translation] “in its judgment, the Court of Appeal confers immunity from liability on physicians and health care institutions that treat automobile accident victims” (A.F. *Godbout*, at para. 13).
9. It is true that the Act ultimately confers civil immunity on everyone in respect of injuries suffered in automobile accidents (s. 5). This immunity applies with no exceptions, which means that it applies to physicians and health care institutions. Thus, unlike in the case of s. 605 of the *Highway Safety Code*, CQLR, c. C‑24.2, which provides that “[n]o action in damages may be brought against a health care professional”, it was unnecessary for the legislature to expressly identify those to whom the immunity is granted. In any event, the granting of an immunity from civil actions is a result the legislature desired, and it has in fact enacted provisions to the same effect in the past. Let me explain.
10. In Quebec, there are, in addition to the principles of the general law of civil liability, several public no‑fault compensation schemes that apply to the victims of certain types of accidents or events. These schemes, which limit the possibility of bringing general law civil liability actions, thus create a kind of civil immunity in certain cases in favour of parties who would otherwise have to defend such actions.
11. For example, in 1985, the Quebec legislature introduced a special scheme to compensate workers to whom industrial accidents happen, or who contract occupational diseases, by enacting the *Act respecting industrial accidents and occupational diseases*, CQLR, c. A‑3.001. As in the case of the Act, the establishment of that scheme was intended to remedy the uncertainties inherent in civil liability actions by ensuring that victims can obtain compensation quickly, and at a reduced cost to themselves. Injured workers must submit claims to the Commission des normes, de l’équité, de la santé et de la sécurité du travail that was established by that Act. With some exceptions, workers who are entitled to benefits under the *Act respecting industrial accidents and occupational diseases* may not apply to courts of law for compensation for injuries suffered as a result of industrial accidents. That Act confers an almost absolute civil immunity on the employer of a worker who is the victim of an industrial accident that has resulted in an employment injury, and a partial immunity on co‑workers or mandataries (ss. 438 to 447).
12. This brief comparison with the scheme of the *Act respecting industrial accidents and occupational diseases* shows that the scheme established by the Act is not an exceptional one: indeed, there are other special compensation schemes that grant, in the public interest, a form of immunity from civil proceedings in the context of their application. Like the Act, the *Act respecting industrial accidents and occupational diseases* “expresses a well thought‑out social compromise between various contradictory forces” (*Béliveau St‑Jacques v. Fédération des employées et employés de services publics inc.*,[1996] 2 S.C.R. 345, at para. 114). Such legislation “establishes a compensation system that is based on the principles of insurance and no‑fault collective liability, the main purpose of which is compensation and thus a form of final liquidation of remedies” (*Béliveau St‑Jacques*, at para. 114). Full effect must be given to the immunity it confers in order to ensure that these special schemes remain relevant and sustainable, as the legislature wishes. Furthermore, such “immunity” does not assist those who are at fault insofar as they remain accountable for their actions to the victims under the criminal law or to their professional orders under disciplinary law.
    * 1. Principles Applicable to the Interpretation of the Act
         1. Rossy and Pram
13. This Court considered the principles applicable to the interpretation of the Act in *Westmount (City) v. Rossy*, 2012 SCC 30, [2012] 2 S.C.R. 136 (“*Rossy*”), a case concerning a man who had died when a tree fell on the automobile he was driving. In *Rossy*, LeBel J. essentially restated, with approval, the principles enunciated 20 years earlier in *Productions Pram inc. v. Lemay*, [1992] R.J.Q. 1738 (C.A.) (“*Pram*”). In *Pram*, Baudouin J.A. had had to determine whether a collision between a low‑flying aircraft and a motor vehicle was an automobile accident for which compensation could be claimed under the Act by a passenger in the vehicle, who had been seriously injured.
14. *Rossy* and *Pram* were primarily concerned with identifying the purpose of the Act, which [translation] “is essentially to ensure that victims of automobile accidents are compensated for their bodily injuries regardless of who is at fault. It also removes the assessment of damages from the courts and entrusts it to the [SAAQ]” (*Rossy*, at para. 19, quoting *Pram*, at p. 1740).
15. In *Rossy*, LeBel J. stated that, “[i]n interpreting the provisions at issue, the Court must bear in mind the objectives of the Act, the broad reach it was intended to have, and the context in which it was enacted” (para. 19). He noted that “the Act is considered remedial legislation” and that, “[t]herefore, it must be interpreted in accordance with s. 41 of the *Interpretation Act*, R.S.Q., c. I‑16”, which means that “[i]t must be given a ‘large and liberal’ interpretation to ensure that its purpose is attained” (*Rossy*, at para. 21; see also D. Gardner, at p. 195; and R. Tétrault, “L’appréciation du lien de causalité entre le préjudice corporel et le fait accidentel dans le cadre de la *Loi sur l’assurance automobile*” (1998‑99), 29 *R.D.U.S.* 245, at p. 316). This large and liberal interpretation based on the purpose of the Act has limits, however. It must still be plausible and logical having regard to the wording of the Act (*Rossy*, at para. 26; *Pram*, at p. 1741).
16. The interpretation of the word “caused” and thus the analysis of the appropriate causal link in the context of the Act therefore call for a large and liberal approach. Referring once again to *Pram*, LeBel J. added that, “in determining whether the Act applies, a court must not look for a traditional causal link between fault and damage as is routinely done in delictual or quasi‑delictual civil liability cases” (*Rossy*, at para. 28). In *Pram*, Baudouin J.A. had formulated three fundamental rules for identifying the causal link that is required in order for the Act to apply. These rules were quoted with approval in *Rossy*:

[translation] The first is that the causal link required by the act is *sui generis*, and that in characterizing that link, it is unhelpful to rigidly adhere to any of the traditional doctrinal constructs of *causa causans*, *causa proxima*, adequate causation, proximate causation and equivalence of conditions. Those theories are very helpful in the general law, particularly where the judge must assess the causal relationship between fault and damage. They are not helpful here.

. . .

The second is that the type of causality that must apply to the case cannot be determined without regard for the purposes of the act, which, it should not be forgotten, is remedial social legislation.

The third is that it is important to go back to the legislation itself. The act mentions damage caused not only by an automobile (which might suggest that the automobile must play an active role), but also by a load carried in or on an automobile or “*by the use thereof*”. [Emphasis in original . . . .]

(*Rossy*, at para. 25, quoting *Pram*, at pp. 1741‑42.)

1. In *Rossy*, LeBel J. also reiterated the following principles with respect to causation in the context of the Act, which Baudouin J.A. had drawn from the case law and listed in *Pram*:

* The identification of a causal link remains a matter of logic and fact, and depends on the circumstances of each case.
* For the act to apply, it is not necessary for the vehicle to have entered directly into physical contact with the victim.
* It is not necessary for the vehicle to have been in motion when the damage occurred. Whether the vehicle’s role was active or passive is not determinative of causation.
* Whether the act that caused the damage was voluntary or involuntary is of no consequence.
* The mere use of the vehicle, that is, its use, handling and operation, is sufficient for the act to apply. The meaning of “damage caused by the use of the automobile” is broader than that of “damage caused by the automobile”.
* The damage need not have been produced by the vehicle directly. It is enough that the damage occur in the general context of the use of the vehicle . . . .

(*Rossy*, at para. 27, citing *Pram*, at p. 1742.)

1. LeBel J. ultimately endorsed in *Rossy* the principles that had previously been enunciated in *Pram*. He concluded that “there is no need to resort to traditional notions of causation, since the Act must be construed broadly and liberally in light of its objectives, the remedial and social nature of the scheme and the wording of the Act itself” (*Rossy*, at para. 26; see also para. 28 and *Pram*, at p. 1741). The Court of Appeal had added the following in *Pram*: [translation] “However, this construction must remain plausible and logical having regard to the wording of the [A]ct” (p. 1741). With some exceptions, the courts have applied these principles in the majority of cases (see J.‑L. Baudouin, P. Deslauriers and B. Moore, *La responsabilité civile* (8th ed. 2014), at para. 1‑1208). It would therefore be contrary to these principles to hold that s. 83.57 of the Act must be interpreted narrowly because it deviates from the general law of civil liability.
   * + 1. Decisions of the ATQ
2. In accordance with the principles from *Pram* and *Rossy*, a number of decision makers of the administrative tribunal that hears appeals with respect to compensation paid by the SAAQ under the Act have interpreted the causation test broadly and liberally and have found that there is no break in the chain of causation between an accident and bodily injury even where there has been a subsequent fault on the part of a third party, as can be seen from the following comment from *R.C. v. Québec (Société de l’assurance automobile)*, 2007 QCTAQ 08233, 2007 CanLII 40372:

[translation] The decisions of the CAS [Commission des affaires sociales, predecessor of the ATQ] and the ATQ [Administrative Tribunal of Québec] over the last 15 years have been almost unanimous. A connection between an initial accident and injuries caused by a new traumatic event must be considered to be “direct” if the new injuries are suffered because of original injuries that have not yet stabilized. [Footnote omitted; emphasis deleted; para. 43.]

1. The stabilization (*consolidation*) of injuries is a concept from the field of workers’ compensation that the ATQ has used in applying the Act. Roy J. discussed it in her reasons in *Godbout* (trial judge’s reasons, at paras. 31‑34). What it means is that where the condition of an automobile accident victim is aggravated while his or her injuries are still being treated and have not yet healed or stabilized, that aggravation generally has a sufficient causal link to the accident to qualify for full compensation from the SAAQ.
2. The stabilization concept is referred to in a large number of cases, which evinces in fact and in law a liberal application of the Act. For example, in *G.P.P. v. Québec (Société de l’assurance automobile)*, 2004 CanLII 68602 (ATQ), it was alleged that a medical fault had been committed in the treatment of injuries caused by an automobile accident. Although the ATQ applied the direct causation test, which on the face of it is part of the general law of civil liability, it nonetheless concluded that what are considered to be [translation] “‘direct’ include complications and other accidents that result either from the treatments or from injuries suffered while the victim is still being treated or his or her condition has not yet stabilized” (para. 6).
3. In *J.W. v. Québec (Société de l’assurance automobile)*, 1998 LNQCTAQ 1230 (QL), an automobile accident victim had contracted hepatitis C from blood transfusions that had been performed while he was being operated on to treat injuries resulting from the accident. The ATQ held that there had been no [translation] “break in the continuity of events between a cause and its effect” (para. 11) and that the causal link between the accident and the blood transfusions remained direct, which meant that the victim was eligible to receive compensation under the Act for the whole of his bodily injury.
4. In *F.C. v. Québec (Société de l’assurance automobile)*,2008 QCTAQ 10851, 2008 CanLII 64282, review denied in 2009 QCTAQ 09478, 2009 CanLII 54439, the ATQ found that a psychological injury resulting from harassment of an automobile accident victim by an employee involved in her rehabilitation constituted, under the Act, bodily injury caused by an automobile.
5. There are other cases in which the ATQ held that the [translation] “progression” of an injury, or the “aggravation” or “deterioration” of a pre‑existing condition after an accident, was covered by the Act if the accident was shown to be its cause: *D.H. v. Québec (Société de l’assurance automobile)*, 2011 QCTAQ 4101, 2011 LNQCTAQ 110 (QL); *M.C. v. Québec (Société de l’assurance automobile)*, 2010 QCTAQ 09161, 2010 CanLII 80613; *S.F. v. Québec* *(Société de l’assurance automobile)*, 2011 QCTAQ 08760, 2011 CanLII 71337.
6. These few examples show that in interpreting and applying the Act, the ATQ has adopted a large and liberal interpretation of causation to enable automobile accident victims to obtain full compensation. Although the ATQ has frequently referred to the test of a “direct” link, such a test could lead to confusion with the principles of the general law of civil liability. It is my view that the test that must be applied is that of a plausible, logical and sufficiently close link between the injury and the accident. Thus, a fault committed by a third party between the time of the accident and that of the victim’s full recovery will not suffice to break the chain of causation, provided that the link remains plausible, logical and sufficiently close. This causal link could continue to exist even after a victim appears to have recovered if an injury becomes apparent afterwards (consider, for example, the case of fibromyalgia: *Québec (Société de l’assurance automobile) v. Viger*, [2000] R.J.Q. 2209 (Que. C.A.); *Chalifoux v. Québec (Commission des affaires sociales)*, 2003 CanLII 72168 (Que. C.A.)).
7. The language of the Act, when interpreted in light of the context in which it was enacted, the legislative intent and the principles from *Pram* and *Rossy*, ultimately leads to the conclusion that, provided that there is a plausible, logical and sufficiently close link between, on the one hand, the automobile accident and the subsequent events (in the context of these appeals, the fault of a third party) and, on the other hand, the resulting injury, the Act will cover the whole of the injury. Thus, the fact that the injury in question has an “aggravated” or “separate” aspect that can be attributed to events that occurred subsequently to the automobile accident is immaterial: those events will be deemed to be part of the accident, and therefore of the cause of the whole of the injury.
   * 1. Challenge by the Appellants to the Principles Applicable to the Interpretation of the Act
8. Though they deny it, the appellants are in my view, by arguing that the intervening cause doctrine applies, challenging the principles from *Pram* and *Rossy*, which have been applied consistently in the relevant cases, including those of the ATQ. The intervening cause doctrine presupposes a new event that caused a break in the chain of causation between the initial fault and the injury. It is thus grounded in the concept of fault, here the fault of a third party that caused a break in the chain of causation (Baudouin, Deslauriers and Moore, at paras. 1‑691 to 1‑697). Applying it in the context of the Act is clearly contrary to the principles enunciated by Baudouin J.A. in *Pram*, which this Court endorsed in *Rossy*. The intervening cause doctrine is part of the general law and is of no assistance in assessing the causal relationship between an automobile accident and bodily injury that results from the accident in the context of the no‑fault compensation scheme provided for in the Act.
9. Furthermore, adopting the appellants’ position on the interpretation and application of the Act would in my view cause a breach in this compensation scheme, which would have consequences that St‑Pierre J.A. described as follows:

[translation] To make or accept a breach in the compensation scheme established by the [Act] in order to accommodate fact situations like the one in the instant case would have as a consequence, in particular, that the SAAQ might in future refuse or decline to compensate, in whole or in part, an automobile accident victim who has been treated by medical practitioners (which is almost always the case where an automobile accident is not insignificant) or might question its obligation and its competence to do so on the basis of an aggravation of the injuries for which the health professionals who have treated the automobile accident victims are or may be responsible.

(*Godbout*, C.A. reasons, at para. 68)

1. Nevertheless, the appellants cite some cases in which Quebec courts have concluded that there was a break in the chain of causation between an automobile accident and bodily injury in specific circumstances. They also cite cases to the same effect from other Canadian provinces. In the cases in question, the courts relied on the intervening cause doctrine or used similar language to find that there had been a break in the chain of causation, which is always possible where, after the automobile accident, a new event occurs or a third party commits a fault that has the effect of aggravating an initial injury or causing a separate injury. It will therefore be necessary to consider those cases in order to assess their relevance.
   * + 1. Quebec Cases
2. Only a few Quebec cases with respect to the Act have departed from the principles that were established in *Pram* and endorsed in *Rossy*. Moreover, those few cases are of only negligible weight, either because they predated *Pram* and *Rossy*, because they were based on a case from the 1960s whose principles are no longer relevant today, or because they quite simply deviated from the principles from *Pram* and *Rossy*. I should add that no final decision has as yet been rendered on the question before the Court in the cases at bar.
3. More specifically, in some of the cases the appellants cite, the analysis of the causal link was essentially based on principles articulated in *Law, Union & Rock Insurance Co. v. Moore’s Taxi Ltd.*, [1960] S.C.R. 80, a case that concerned the application of a private insurance contract in the context of an automobile accident. The causation test applied in that case was that of a chain of causation that must not be broken or severed by the interposition of a new act of negligence. *Moore’s Taxi* has little bearing on the interpretation and application of the causation test for a public no‑fault compensation scheme under remedial social legislation such as the Act.
4. This being said, in *Badeaux v. Corp. intermunicipale de transport de la Rive‑sud de Québec*, [1986] J.Q. no 473 (QL), the plaintiff alleged negligence on the part of the driver of a bus from which she had disembarked before falling on an icy sidewalk. The driver’s employer, the transit authority, argued in its defence that this was an accident caused by the use of an automobile. Bergeron J. of the Superior Court could not find that there had been an automobile accident, and accordingly dismissed the transit authority’s motion to dismiss. In his analysis, he referred to the causation test that had been applied in *Moore’s Taxi*. Although he acknowledged the remedial nature of the Act, he observed that it represented an exception to the principles of the general law of civil liability. He added that [translation] “all the conditions imposed by the Act must be met, without exception and with certainty, for the Act to apply” (para. 13). On the issue of causation, he found that a cause that was merely circumstantial, fortuitous or remote from the accident was insufficient and that “[t]his causal link must not be stretched unduly by trying to link to the use of an automobile damage that, in reality, results from a completely different cause” (para. 16). Finally, Bergeron J. stated that “[i]t must simply be concluded that any new fact, independent of the use of the automobile, that arises as a cause of the damage breaks the chain of causation with the vehicle and precludes the application of the Automobile Insurance Act” (para. 35). I note that the action of the plaintiff in that case was ultimately dismissed on the merits (judgment dated January 30, 1987). I also note that at the interlocutory stage of the motion to dismiss, it was prudent for Bergeron J. to dismiss the motion, especially given that the SAAQ was not a party to the proceeding. In sum, it is my view that that case is no longer relevant and must be disregarded in light of *Pram* and *Rossy*, which were decided several years later.
5. After *Pram*, but before *Rossy*, the causation test from *Moore’s Taxi* was also applied in one other isolated case, *Morin v. Québec (Ville de)*, 2009 QCCS 3202. The plaintiff in that case argued that employees of the city of Québec had committed a fault or a negligent act that had broken the chain of causation between the automobile accident of which he had been a victim and the resulting bodily injury by failing to ensure that a “pneumatic lifting bag” was brought to the scene of the accident. In dismissing the city’s motion to dismiss, Godbout J. of the Superior Court relied, *inter alia*, on *Moore’s Taxi*. In doing so, he recognized that the decision in that case [translation] “was rendered in a context in which the court had to determine the scope of an automobile insurance contract, not of a government no‑fault liability scheme”, but he nonetheless found that it was “clearly . . . of interest” (at para. 17 (CanLII)) and formulated the causation test as follows: “[T]he scheme created by the [Act] extends to consequences that are logical, direct or foreseeable or that arise from treatments that are generally administered in similar cases where the chain of causation has not been broken by the interposition of a new act of negligence . . .” (para. 20). Godbout J. concluded on this basis that, if the victim established that the alleged fault had “led to an aggravation of his injury or to separate damage that was not a logical or foreseeable consequence of the use of the vehicle, his action against the City could be admissible for that portion of the injury” (para. 21). No decision has been rendered since that time on the merits of the case, but with all due respect, I find that the description of the causal link that was formulated and applied in that case at the interlocutory stage of the motion to dismiss was inconsistent with the principles that were enunciated in *Pram* and were subsequently endorsed in *Rossy*.
6. Another case that followed *Pram* but came before *Rossy* was *C.S. v. Québec (Commission des affaires sociales)*, [1996] AZ‑51214610, in which the Superior Court considered an application for judicial review of a decision in which the Commission des affaires sociales (which subsequently became the ATQ) had found that injuries suffered by the victim did not constitute bodily injury caused by an automobile accident and was not therefore damage for which he would be eligible for compensation from the SAAQ. In the Commission’s opinion, there had been a break in the chain of events, as the victim had been electrocuted by electrical wires next to an automobile that had been in an accident. Banford J. endorsed the Commission’s conclusions, noting that an analysis of the causal link involved an assessment of the facts, and that such an assessment was within the Commission’s discretion. He was of the view that the Commission’s assessment of the facts could not be considered [translation] “irrational, illogical or unreasonable” (p. 6). Banford J. explained that “the victim, on approaching the scene of the accident, committed a deliberate act, which, contrary to the situations in the examples mentioned above, constitutes a direct intervention that is capable of breaking the chain of causation” (p. 6). He concluded that the Commission’s decision did not seem so unreasonable as to warrant his intervention.
7. In my opinion, once again, that case is not determinative for the purpose of analyzing the causal link that applies in the context of the scheme created by the Act. In the context of a motion for judicial review, the Superior Court simply held, applying the standard of review that is appropriate in such a case, that the impugned decision was not unreasonable. In any event, with all due respect for the judge in question, it was in my opinion inappropriate in that case to consider fault on the part of the victim before finding that a no‑fault compensation scheme did not apply.
8. *Assurance‑Automobile—68*, [1997] C.A.S. 212, was another case decided after *Pram* but before *Rossy* in which the Commission des affaires sociales found a break in the chain of causation between an automobile accident and bodily injury suffered by the victim. It was a case in which the victim had not been injured when her vehicle skidded off the road, but had suffered frostbite when she then remained in the vehicle in bitterly cold weather, tried only once to restart the vehicle and refused help from a passerby. Relying on *C.S.*, the Commission concluded that it was the victim herself who had caused the injury and that there had been a break in the chain of events such that the injury was not a direct consequence of the accident. The Commission also expressed doubts regarding the victim’s version of the facts.
9. In my opinion, independently of the question of the victim’s credibility, the Commission repeated the error that had been made in *C.S.* in considering the victim’s conduct and finding that she was responsible for her own injury in order to conclude that a compensation scheme did not apply despite the fact that it was meant to be a no‑fault scheme. In light of the Commission’s findings of fact and reasoning, however, it would have been reasonable for the Commission to conclude that there had in fact been no accident within the meaning of the Act, given that no bodily injury had been caused by the automobile or by the use thereof.
10. Finally, a few words must be said about the impact of *St‑Jean v. Mercier*, S.C.C., No. 27515, January 15, 2001 (*Bulletin of Proceedings*, January 19, 2001, at pp. 94‑95), an interlocutory decision of this Court (per Gonthier J.) on which the appellants rely. In that case, the victim of a serious automobile accident initially received compensation from the SAAQ, but the SAAQ stopped paying him the full amount in 1991 on the basis that there was no causal relationship between certain of his injuries and the automobile accident. The victim subsequently sued, for medical liability, the orthopaedic surgeon and the general practitioner in the emergency room who had treated his injuries. The Superior Court ([1998] J.Q. no 234 (QL)) held that the automobile accident was indeed the cause of the victim’s injuries, and the SAAQ then reversed its own decision. The victim nevertheless appealed the Superior Court’s decision with a view to proceeding with his action in medical liability. The Court of Appeal ([1999] R.J.Q. 1658) confirmed the trial judge’s conclusion on the causation issue. The victim then appealed to this Court, and the respondent applied to have the appeal dismissed, raising the issue of the application of the Act for the first time (2002 SCC 15, [2002] 1 S.C.R. 491). The SAAQ applied for leave to intervene on the same basis.
11. In a brief interlocutory decision, Gonthier J. dismissed both these applications, primarily on the basis that they were made late. When all is said and done, therefore, the victim’s action was dealt with in all the courts as one in medical liability. The questions being raised in the instant cases — identification of the causal link in the context of the scheme of the Act, and the interpretation to be given to the Act, and more specifically to s. 83.57 — were quite simply not argued in this Court in *St‑Jean* for either the interlocutory decision or the decision on the merits. The Court was instead asked to rule on certain aspects of the general law causal link, without reference to the issues relating to the Act. That case cannot therefore serve as a precedent in support of the appellants’ arguments.
    * + 1. Cases From Other Canadian Provinces
12. In arguing that a break in the chain of causation between an automobile accident and bodily injury can in some situations result from a subsequent fault committed by a third party, the appellants also rely on some cases from other Canadian provinces.
13. In *Rossy*, LeBel J. recognized that a comparative law approach could be of some assistance in interpreting the words of the Act. He cited in particular certain decisions of Manitoba courts that had been called upon to interpret provincial legislation that was similar to the Quebec legislation in that it created a no‑fault automobile insurance scheme. As for Saskatchewan’s scheme, under which an insured could choose between no‑fault coverage and tort‑based coverage, LeBel J. stated that, because of that difference, considering how the courts have interpreted that province’s legislation would not prove as useful. He nonetheless noted that, because of the language and context of the Quebec statutory scheme, even the relevant cases from other Canadian provinces could not help in resolving the issue of interpretation of the Act in the case before him. This observation of LeBel J. is all the more pertinent where the cases from other provinces from before *Rossy* are concerned, given that the appellants’ submissions in this Court are based, *inter alia*, on a 2002 decision of the Manitoba Court of Appeal, namely *Mitchell v. Rahman*, 2002 MBCA 19, 163 Man. R. (2d) 87.
14. In *Mitchell*, the victim alleged that medical staff had been negligent in diagnosing and treating injuries he had suffered in an automobile accident. A motions judge held that the victim’s action was barred on the basis that the *Manitoba Public Insurance Corporation Act*, C.C.S.M., c. P215, created a no‑fault benefits scheme. The victim was successful in the Manitoba Court of Appeal, however.
15. More specifically, Philp J.A. of the Manitoba Court of Appeal allowed the victim’s appeal essentially on the basis of *Amos v. Insurance Corp. of British Columbia*,[1995] 3 S.C.R. 405. In *Amos*, a driver had been shot in an attempted hijacking of his vehicle by a group of individuals, and this Court had had to decide whether the injury caused by the shots was an “injury caused by an accident that arises out of the ownership, use or operation of a vehicle” within the meaning of a British Columbia regulation (s. 79 of the *Revised Regulation (1984) under the Insurance (Motor Vehicle) Act*, B.C. Reg. 447/83, am. B.C. Reg. 335/84, Sch., s. 19, and B.C. Reg. 379/85, Sch., s. 31) that provided for the possible payment of no‑fault benefits (para. 9). Major J. developed a two‑part test for determining whether bodily injury arises out of the operation of an automobile: “1. Did the accident result from the ordinary and well‑known activities to which automobiles are put? 2. [If so, i]s there some nexus or causal relationship (not necessarily a direct or proximate causal relationship) between the [victim’s] injuries and the ownership, use or operation of his vehicle, or is the connection between the injuries and the ownership, use or operation of the vehicle merely incidental or fortuitous?” (emphasis in original (para. 17)). After applying that test, Major J. found that the requirements of both parts had been satisfied and that “[n]either [could] it be said that there was an intervening act, independent of the ownership, use or operation of the vehicle, which broke the chain of causation” (para. 27). In short, the injuries at issue had resulted from an automobile accident.
16. In *Mitchell*, Philp J.A., referring to Major J.’s remarks in *Amos*, stated that a subsequent act independent of the use of an automobile might break the nexus or causal link between the automobile accident and the injury even if it did not meet the conditions for the application of the intervening cause doctrine. He concluded on that basis that the negligent medical treatment that had caused additional injury to the victim of the automobile accident had broken the chain of causation and was therefore a distinct and separate cause of action that entitled the victim to bring an action against the physicians whose intervening act was at issue. Philp J.A. continued his analysis by applying the two‑part test from *Amos* and found that the test had not been met. In Philp J.A.’s view, the automobile accident was at most a *sine qua non* circumstance, which was not enough to establish the necessary causal link.
17. In my view, *Mitchell* is not a persuasive authority for interpreting the words of the Act. First, as I mentioned above, it was decided before this Court’s decision in *Rossy*.Second, the statutory provisions being compared here are not identical: unlike s. 5 of the Act, s. 73 of the *Manitoba Public Insurance Corporation Act* provided that compensation was payable “regardless of who is responsible for the accident”. This wording of the Manitoba legislation seems to have limited its scope. Finally, in *Mitchell*, the Manitoba Court of Appeal applied the causation test that had been formulated in *Amos*. But LeBel J. specifically distinguished *Amos* in *Rossy*, noting that it had not concerned the same kind of broad remedial legislation as that in force in Quebec, that the two legislative schemes were different and that *Amos* did not resolve the issue of interpretation of the provisions of the Act.
18. In sum, the context of the enactment of the Act is specific to Quebec, and the Act is legislation that must be given a generous interpretation in order to further its purpose of compensating automobile accident victims regardless of who is at fault. In these appeals, a comparison with the Manitoba scheme and how the courts have interpreted it — even if that scheme appears to be similar to the Quebec scheme — is not really of any assistance.
    * 1. Conclusion
19. In light of the above analysis, I find that the Court of Appeal did not err in interpreting the language of the Act ― including that with respect to the necessary causal link ― and applying it to the facts of these appeals. In the two cases, the bodily injury that — according to the facts, which must be assumed to be true at this stage — resulted from the fault or negligence of third parties was suffered in the automobile accidents of which Ms. Godbout and Mr. Gargantiel were the victims. It originated in a series of events that have a plausible, logical and sufficiently close link to one another and have, in each case, the automobile accident as their starting point.
20. In the first appeal, the appellant Ms. Godbout was treated by the respondents for injuries she had suffered in the automobile accident. The care provided to the appellant by the respondents is alleged to have been inadequate and to have caused an injury that had aggravated her condition. The link between the injury caused or aggravated by the medical treatment and the automobile accident is plausible, logical and sufficiently close for Ms. Godbout to receive compensation from the SAAQ for the whole of her injury. The causal link under the Act is thus established regardless of the fact that the accident and the medical fault alleged against the respondents did not occur at the same time or in the same place.
21. In the second appeal, the appellant, Mr. Gargantiel, lay unconscious in a ditch after an automobile accident, and it is alleged that the attempts by the SQ officers to find him were inadequate and that this caused an injury to him that aggravated his condition. The link between the injury caused or aggravated by the officers’ negligence and the automobile accident is plausible, logical and sufficiently close for Mr. Gargantiel to receive compensation from the SAAQ for the whole of his bodily injury. In other words, the causal link under the Act is established.
22. I therefore find that the bodily injuries of Ms. Godbout and Mr. Gargantiel were “suffered . . . in an [automobile] accident” within the meaning of the Act. The effect of this finding is that the appellants’ actions against the respondents are barred, as the Court of Appeal rightly held.
    1. Does the Acceptance of Compensation Payments From the SAAQ Lead to a Presumption of Waiver of Any Civil Action in These Cases?
23. I am also of the opinion that it is unnecessary to elaborate on the subject of a presumption of waiver of a right of action and on its application in these cases, given that there is no right to bring an action. When an accident victim is found to be eligible for the benefits provided for in the Act as compensation for bodily injury caused by an automobile, the bringing of any civil action is prohibited. This is what s. 83.57 para. 1 of the Act expressly provides: “Compensation under this title stands in lieu of all rights and remedies by reason of bodily injury and no action in that respect shall be admitted before any court of justice.” Furthermore, an overlapping of remedies, including one for compensation in excess of that paid under the Act, is not permitted except in specific cases provided for in the Act, such as one in which an accident occurred outside Quebec (s. 83.59 of the Act).
24. Although it is not essential to fully canvass the possibility of a presumption of waiver, a few comments are nonetheless in order in view of what the Court of Appeal said on this subject. In both its decisions, the Court of Appeal in fact referred to the possibility of presuming that Ms. Godbout and Mr. Gargantiel had waived any action:

[translation] Despite the care that must always be taken before concluding that a right of action has been waived, it must nevertheless be mentioned that claiming, receiving and accepting compensation payments from the SAAQ entails at the very least a presumption that the person making the claim and the SAAQ are of the opinion that what is claimed and the compensation that is received are for bodily injury suffered in an accident, which rules out any right to claim anything from anyone else.

(*Godbout*, C.A. reasons, at para. 85; see also para. 86 and *Gargantiel*, C.A. reasons, at paras. 49‑50.)

1. With all due respect for the Court of Appeal, there should not be any question in these cases of a presumption of waiver of the right to bring an action against a third party. It is wrong in law to presume that such a waiver has occurred. In the civil law, waiver (or renunciation) is either express or tacit. There is no presumption of waiver as such. Moreover, whether there has been a waiver is very much a fact‑based question that depends, *inter alia*, on the intention of the waiving party. Evidence of that intention must be presented and analyzed before a waiver can be found to have occurred. No such intention has been proven in these cases, as they have not yet gone to trial, which means that it has not been possible to assess any evidence of the intention of Ms. Godbout or that of Mr. Gargantiel.
2. In the end, being eligible under the Act for compensation for bodily injury “suffered . . . in an accident” extinguished any right of action against the respondents. That is what the legislature intended.
3. Conclusion
4. For these reasons, the appeals are dismissed with costs.

English version of the reasons delivered by

Côté J. (dissenting) —

1. Introduction
2. These appeals require the Court to interpret the scope of s. 83.57 of the *Automobile Insurance Act*, CQLR, c. A‑25 (“Act”), the relevant portion of which reads as follows:

Compensation under this title [compensation for bodily injury] stands in lieu of all rights and remedies by reason of bodily injury and no action in that respect shall be admitted before any court of justice.

1. The legal framework within which we are asked to determine the scope of this statutory provision is the following.
   1. Godbout
2. In this first case, the parties agreed, shortly before the trial began, to submit the following question to the trial judge, as provided for in art. 452 of the former *Code of Civil Procedure*, CQLR, c. C‑25:

[translation] If the Court were to conclude that the defendants committed a medical fault while the plaintiff was hospitalized subsequently to the automobile accident and that that medical fault caused separate injuries, would section 83.57 of Quebec’s *Automobile Insurance Act* bar the plaintiffs’ action in damages?

(2013 QCCS 4866, at para. 8 (CanLII))

* 1. Gargantiel

1. This second case involved a motion to dismiss under art. 165(4) of the former *Code of Civil Procedure*, which provided, and continues to provide, that “[t]he defendant may ask for the dismissal of the action if . . . [t]he suit is unfounded in law, even if the facts alleged are true.” In the context of such a motion, “[t]he primary function of [which] is to avoid a trial where an action has no basis in law, even if the facts in support of it are admitted” (*Canada (Attorney General) v. Confédération des syndicats nationaux*, 2014 SCC 49, [2014] 2 S.C.R. 477, at para. 15), it is well established that “the facts alleged [by the plaintiff] must be deemed to be true” (*Westmount (City) v.* *Rossy*, 2012 SCC 30, [2012] 2 S.C.R. 136 (“*Rossy*”), at para. 15). Moreover, this Court observed in *Confédération des syndicats nationaux* that the dismissal of an action at the preliminary stage entails risks (paras. 17‑18):

Dismissing an action at a preliminary stage can have very serious consequences, however. The courts must therefore be cautious in exercising this power. As a result, an action will not be dismissed at this point in the proceedings unless it is plain and obvious that it lacks a basis in law . . . .

In this regard, the Quebec Court of Appeal noted that, [translation] “given the serious consequences of dismissing an action without considering it on its merits, litigation should not be ended at an early stage on a motion to dismiss absent a situation that is plain and obvious” . . . . [Emphasis in original deleted.]

1. Mr. Gargantiel is suing the defendant, the Attorney General of Quebec, on the basis of negligent and, in his view, wrongful conduct by certain officers of the Sûreté du Québec that allegedly occurred after the automobile accident of which he was the victim and that allegedly resulted in a separate injury, including the amputation of part of his right leg.
2. The two appeals thus raise the question whether s. 83.57 of the Act has the effect of barring any civil action against a third party in respect of a fault that was committed subsequently to an automobile accident and that caused a separate injury.
   1. Limits of the Question Raised in These Appeals
3. It is important to focus on and stay within the confines of the question that we must answer, a question that was formulated precisely and clearly in *Godbout*, as the Quebec Court of Appeal’s decision in that case seems to show some confusion in this regard. In my view, the Court of Appeal changed the factual premises that were supposed to serve as a basis for its decision on the appeal — that the respondents had committed a fault subsequent to the automobile accident that had caused a separate injury, namely the bilateral amputation of Ms. Godbout’s legs at the knees and a permanent neurological impairment of her right hand — and in so doing altered the “judicial contract” between the parties. The jurisdiction of the Court of Appeal, and of this Court, is delimited by the question as formulated. The Court of Appeal should have confined itself to that question. The parties in *Godbout* had agreed that the following facts would be deemed to be true for the purposes of the appeal: a medical/hospital fault had been committed subsequently to the automobile accident, and that fault had caused a separate injury. Although it was in no way asked to do so, the Court of Appeal nevertheless undertook its own analysis of the facts and concluded that [translation] “[t]he ‘separate injury’ that the respondent Godbout alleges she suffered as a result of the appellants’ professional fault . . . is clearly related to her physical condition as a result of the accident” and that, “[i]n this context, one cannot really speak of a separate injury”, but of “aggravated injuries” (2015 QCCA 225, at para. 64 (CanLII)). Thus, the Court of Appeal seems to have answered a question other than the one it was asked to answer.
4. Absent evidence in this regard, it was not open to the Court of Appeal — nor is it open to this Court — to determine whether the alleged injuries in these cases were aggravated, as opposed to separate, injuries. An aggravated injury is very different from a separate injury caused by a fault subsequent to a first event. The fact that these cases concern separate injuries is admitted, as is — for the purposes of these appeals — the fact that the alleged faults were subsequent to the accidents. And I deem those subsequent faults and the separateness of the resulting injuries to be true for the purposes of these reasons.
5. I cannot therefore agree with the Court of Appeal’s conclusion or with that of my colleague Wagner J., who adopts a similar reasoning (paras. 20 and 49). The question before this Court could not be any clearer: it concerns separate injuries caused by faults subsequent to the automobile accidents. I will therefore limit my discussion to this question, which represents the judicial contract between the parties.
6. My colleague does not consider himself bound by this question, noting that although “the facts alleged in the motion must be assumed to be true . . . the court is not bound by the legal characterization of those facts” (para. 20, quoting *Confédération des syndicats nationaux*, at para. 20 (emphasis deleted; citations omitted)). I disagree with my colleague on this point, as whether a fault is subsequent and whether an injury is separate are in my opinion questions of fact, not legal characterizations. I would add that these facts were admitted by the parties for the purposes of the proceedings in *Godbout*.
7. In *Gray v. Cotic*, [1983] 2 S.C.R. 2, the parties had also agreed on a single question to be answered in that case, namely whether there was a causal link between an automobile accident and the subsequent suicide of one of the victims of the accident. On appeal, the appellant had raised a new issue with respect to the interplay of the principle of foreseeability of damage and the “thin skull” doctrine. This Court, per McIntyre J., held that even though that issue involved an interesting question of law, “it would be improper . . . to open a new issue at this time” (p. 5). He gave, *inter alia*, the following reasons:

. . . the parties had agreed before trial that the only question to be decided by the jury was the issue of causation and that all other issues, including that of foreseeability of damage, were subsumed in that question and had been decided in the respondent’s favour in the formation and acceptance of the question.

. . . The record shows that counsel for both parties directed their examination of witnesses and their presentation of evidence at trial to the issue of causation, referring repeatedly to the actual wording of the agreed question to be put to the jury. The trial judge also was concerned with the issue of causation in his charge to the jury and stressed the importance of the narrowly limited question to be answered by them. . . .

The question of foreseeability of suicide in these circumstances, in my opinion, was answered in favour of the respondent by the very form of the question put to the jury. The limited range of the question makes it clear that the question of foreseeability of suicide was agreed upon by the parties before the trial commenced and the only matter left open was that of causation. The parties contested the trial on this basis and it would be improper, in my view, to open a new issue at this time. [p. 5]

In my opinion, the Court of Appeal in the cases at bar should have shown the same deference to the agreement between the parties and their procedural choices. In particular, in *Godbout*, it should have answered the question as formulated. That is what Roy J. did at trial, while acknowledging that [translation] “[t]he difficulty the Plaintiffs will clearly encounter is that of showing that there was a separate fault and that the fault in question caused an injury separate from the one caused by the accident. Whether that is the case cannot be decided without hearing the evidence” (para. 43).

1. In light of the large and liberal interpretation required by the Act, the courts must determine, *for each separate injury*, whether it is covered by the Act, and if it is, s. 83.57 bars an action for compensation in respect of that specific injury. In other words, each time there is a separate injury, the court cannot conclude that an action is barred without first determining whether the injury in question was “suffered . . . in an accident”.
2. There is no dispute in these appeals regarding the principles that apply to the interpretation of the no‑fault liability scheme created by the Act. First enunciated by the Quebec Court of Appeal in *Productions Pram inc. v. Lemay*, [1992] R.J.Q. 1738 (“*Pram*”), the principles in question were subsequently endorsed by this Court in *Rossy*. My colleague explains them well, and I cast no doubt on them myself.
3. However, I believe it will be helpful to clarify at the outset the difference between the issue that was before the Court in *Rossy* and the issue before it in these appeals. In *Rossy*, it was clear that the driver’s death had been caused by a tree falling on the automobile. The issue was therefore whether the tree falling on the automobile while Mr. Rossy was behind the wheel constituted an accident within the meaning of the Act. There was no issue of fault or negligence subsequent to the tree falling on the automobile. In these appeals, and in particular according to the judicial contract entered into in *Godbout*, it is admitted for the purposes of both cases that the separate injuries suffered by Ms. Godbout and Mr. Gargantiel were caused by faults subsequent to the accidents. It is not in dispute in either case that there was an accident that caused injuries. We are asked to determine whether the separate injuries that resulted from the faults subsequent to the accidents constitute bodily injury “suffered . . . in an accident” within the meaning of the Act.
4. In my view, the wording and purpose of the Act (A), the context in which it was enacted and the legislative intent (B), and certain other interpretive considerations (C) support the conclusion that it is necessary in each case to determine whether the Act applies to the separate injury at issue and to allow the civil action to proceed if that separate injury was not itself “suffered . . . in an [automobile] accident”. I will begin by discussing the above three points, after which I will comment briefly on the alternative issue of a break in the chain of causation (D) and on the issue of waiver (E) before concluding.
5. Analysis
   1. Wording and Purpose of the Act
6. It is important to note that in *Rossy*, this Court endorsed the remarks made by Baudouin J.A. in *Pram* in formulating [translation] “three fundamental rules” for identifying the causal link needed in order to establish that an “accident” within the meaning of the Act has occurred:

[translation] The first is that the causal link required by the act is *sui generis*, and that in characterizing that link, it is unhelpful to rigidly adhere to any of the traditional doctrinal constructs of *causa causans*, *causa proxima*, adequate causation, proximate causation and equivalence of conditions. Those theories are very helpful in the general law, particularly where the judge must assess the causal relationship between fault and damage. They are not helpful here.

. . .

The second is that the type of causality that must apply to the case cannot be determined without regard for the purposes of the act, which, it should not be forgotten, is remedial social legislation.

The third is that it is important to go back to the legislation itself. The act mentions damage caused not only by an automobile (which might suggest that the automobile must play an active role), but also by a load carried in or on an automobile or “*by the use thereof*”. [Underlining added.]

(*Rossy*, at para. 25, quoting *Pram*, at pp. 1741‑42.)

1. Baudouin J.A. described the purpose of the Act as follows in *Pram*, at p. 1740:

[translation] [The Act’s] purpose is essentially to ensure that victims of automobile accidents are compensated for their bodily injuries regardless of who is at fault. It also removes the assessment of damages from the courts and entrusts it to the Société de l’assurance automobile du Québec. [Emphasis added; footnote omitted.]

This was subsequently endorsed by this Court in *Rossy* (para. 19).

1. Since “it is important to go back to the legislation itself”, I will now consider the wording of the Act.
2. The Act provides that “[e]very victim resident in Québec and his dependants are entitled to compensation under this title, whether the accident occurs in Québec or outside Québec” (s. 7). The Act defines the word “victim” as follows:

**6.** Every person who suffers bodily injury in an accident is a victim.

1. It is therefore necessary to identify the bodily injury and to determine whether it was suffered “in an accident”. The Act provides some clarifications in this regard. The term “bodily injury” is defined as follows in s. 2:

“bodily injury” means any physical or mental injury, including death, suffered by a victim in an accident, and any damage to the clothing worn by a victim;

1. The word “accident” is defined in s. 1 of the Act:

“accident” means any event in which damage is caused by an automobile;

1. Also in s. 1 of the Act, the legislature took care to specify what it meant by “damage caused by an automobile”:

“damage caused by an automobile” means any damage caused by an automobile, by the use thereof or by the load carried in or on an automobile, including damage caused by a trailer used with an automobile, but excluding damage caused by the autonomous act of an animal that is part of the load and injury or damage caused to a person or property by reason of an action performed by that person in connection with the maintenance, repair, alteration or improvement of an automobile;

1. If, and only if, an injury is characterized as “bodily injury” within the meaning of the Act, “[c]ompensation . . . is granted by the Société de l’assurance automobile du Québec regardless of who is at fault” (s. 5), and it is that compensation alone — the compensation received under the Act for “bodily injury” — that stands in lieu of all rights and remedies and bars any action in any court in respect of such an injury (s. 83.57). Accordingly, it must first be established that an injury is covered by the Act before it can be found that any action in respect of the injury is barred.
2. This Court has held that the Act must be given a large and liberal interpretation, particularly because of its remedial nature, which means that, “in determining whether the Act applies, a court must not look for a traditional causal link between fault and damage as is routinely done in delictual or quasi‑delictual civil liability cases” (*Rossy*, at para. 28).
3. Although this large and liberal interpretation means that it is necessary to depart from the concept of a traditional causal link, the Court has stated that the necessary causal link between an *automobile* and bodily injury [translation] “must remain plausible and logical having regard to the wording of the act” (*Rossy*, at para. 26, quoting *Pram*, at p. 1741). In my opinion, the same logic must apply to the necessary causal link between an *automobile accident* and bodily injury. Moreover, this is what is contemplated in s. 41 of the *Interpretation Act*, CQLR, c. I‑16:

**41.** Every provision of an Act is deemed to be enacted for the recognition of rights, the imposition of obligations or the furtherance of the exercise of rights, or for the remedying of some injustice or the securing of some benefit.

Such statute shall receive such fair, large and liberal construction as will ensure the attainment of its object and the carrying out of its provisions, according to their true intent, meaning and spirit.

1. Thus, for an event to be considered an automobile accident under the Act, “it is not necessary for the vehicle to have entered directly into physical contact with the victim” (*Rossy*, at para. 27). Nor is it necessary under the Act for “the vehicle to have been in motion when the damage occurred” (*ibid.*), and “[w]hether the vehicle’s role was active or passive is not determinative of causation” (*ibid.*). Along the same lines, the Act does not require that “[t]he damage [be] produced by the vehicle directly” (*ibid.*). These principles with respect to causation evince an interpretation of the scope of the Act that is not only large and liberal, but also plausible and logical. This Court has also found that “[w]hether the act that caused the damage was voluntary or involuntary is of no consequence”, that “[t]he mere use of the vehicle, that is, its use, handling and operation, is sufficient for the act to apply” and that “[i]t is enough that the damage occur in the general context of the use of the vehicle” for the Act to apply (*ibid.*). More importantly, “[t]he identification of a causal link remains a matter of logic and fact, and depends on the circumstances of each case” (*ibid.*).
2. I am in no way questioning these principles with respect to causation. On the contrary, the principles from *Rossy* remain relevant, and they perfectly illustrate the approach to be taken in determining whether bodily injury is covered by the Act. A large and liberal interpretation is necessary in the determination of whether an automobile accident has occurred (as in *Rossy*) or whether bodily injury was suffered in an accident (as in the cases at bar). However, in my respectful view, such a large and liberal interpretation of the Act in combination with the *sui generis* nature of the causal link cannot have the effect of making the scope of the Act so broad that the issue of causation becomes totally irrelevant. An interpretation to that effect cannot be plausible and logical having regard to the words of the Act: the Act refers specifically to the concept of causation many times, and its words must be respected. The trial judge in *Godbout* was correct in stating the following:

[translation] To say that there is no need to look for a traditional causal link between fault and damage in automobile insurance cases is not to say that every question related to causation should be disregarded. The Act itself refers to causation: for there to be an accident within the meaning of the Act, the damage must be caused by an automobile, and for there to be bodily injury within the meaning of the Act, the injury must be suffered in an accident (ss. 1 and 2). [Emphasis in original.]

(Trial judge’s reasons, at para. 20)

1. In these appeals, we must determine, on the basis of a logical and plausible interpretation, whether a separate injury caused by a fault subsequent to an accident is covered by the Act. According to the interpretation proposed by my colleague Wagner J., once an initial injury is covered by the Act, all subsequent separate injuries, even those caused by a fault subsequent to the accident, will also be covered, provided that they have “a plausible, logical and sufficiently close link” to the accident (paras. 20 and 49). With all due respect, I am of the view that no interpretation can be found to be plausible and logical if it leads to the conclusion that a medical or other fault subsequent to an accident is considered to occur “in an accident” simply because it has such a link to that accident. Such an interpretation has the effect of linking separate and subsequent injuries to an accident that is merely the occasion of their occurrence but is not their cause. In my opinion, that interpretation cannot be reconciled with the words of the Act.
2. I find that the only way to truly respect the legislature’s intent, which it has expressed in clear language in the Act, is to allow a civil action to be brought against a third party who committed a fault subsequently to an automobile accident and caused injuries separate from those suffered in the accident itself. In other words, the prohibition of civil actions provided for in s. 83.57 of the Act does not apply in such circumstances. Let me explain.
3. In all the definitions I discussed above, the legislature has used the present tense, especially in relation to the time of the accident:

– in s. 6, the “victim” is a person who *suffers* (and not who suffered or will suffer) bodily injury *in* (and not following) an accident;

– in s. 2, the victim’s “bodily injury” is that suffered (and not that was or will be suffered) by the victim in (and not following) an accident, and any damage to the clothing worn by the victim (at the time of the accident);

– in s. 1, an “accident” is an event in which (and not following which) damage is caused (and not was or will be caused) by an automobile; and

– again in s. 1, “damage caused by an automobile” is that caused by an automobile, by the use thereof or by the load carried in or on an automobile, including by a trailer used with an automobile.

1. My colleague argues that this is merely an illustration of the rule that the law is always speaking and is always drafted in the present tense. He concludes that “[o]ne cannot on this basis draw any conclusions with respect to the temporal scope of the Act in order to limit, for example, the definition of an automobile accident” (para. 26).
2. It is important to analyze the substance of the rule on which my colleague relies. In Quebec, this rule is codified in ss. 49 and 50 of the *Interpretation Act*, which read as follows:

**49.** The law is ever commanding; and whatever be the tense of the verb or verbs contained in a provision, such provision shall be held to be in force at all times and under all circumstances to which it may apply.

**50.** No provision of law shall be declaratory or have a retroactive effect, by reason alone of its being enacted in the present tense.

I am in no way questioning the fact that the above‑quoted provisions of the Act are held to be in force at all times and under all circumstances to which they may apply. Nor do I say that the provisions in question are declaratory or have a retroactive effect by reason alone of their being enacted in the present tense.

1. Rather, my position is that, while it is true that the law is generally drafted in the present tense, the legislature has full authority to use another tense if it wishes to do so. In the words of Louis‑Philippe Pigeon, an author on whom my colleague relies, “[i]f this rule is violated, and part of a law is drafted in the future tense, the courts, in interpreting that law, will have to ponder why the future was used in some sections and the present in others” (L.‑P. Pigeon, *Drafting and Interpreting Legislation* (1988), at p. 14). Pierre‑André Côté, another author on whom my colleague relies, expresses the same opinion, noting that “[s]pecific circumstances permit the use of other tenses: the past or future may indicate the relative anteriority or posteriority of a particular proposition” (P.‑A. Côté, with the collaboration of S. Beaulac and M. Devinat, *The Interpretation of Legislation in Canada* (4th ed. 2011), at p. 80).
2. In *Greenshields v. The Queen*, [1958] S.C.R. 216, at p. 225, Locke J. of this Court noted, although in dissent, that “[t]he broad general rule for the construction of statutes is that a section or enactment must be construed as a whole, each portion throwing light, if need be, on the rest.” Robertson J.A. made the same point in *Canada (Attorney General) v. Xuan*, [1994] 2 F.C. 348 (C.A.), at p. 354, stating that “a statutory word or expression can be fully grasped only in relation to the whole of which it is a constituent part”.
3. A unanimous panel of this Court recently reiterated this fundamental principle of interpretation in *Heritage Capital Corp. v. Equitable Trust Co.*, 2016 SCC 19, [2016] 1 S.C.R. 306, at para. 28:

There is a presumption of statutory interpretation that the provisions of a statute are meant to work together “as parts of a functioning whole” . . . and form an internally consistent framework. In other words, “the whole gives meaning to its parts”, and “each legal provision should be considered in relation to other provisions, as parts of a whole” . . . . [Citations omitted.]

In Quebec, the legislature has codified this principle in s. 41.1 of the *Interpretation Act*, according to which “[t]he provisions of an Act are construed by one another, ascribing to each provision the meaning which results from the whole Act and which gives effect to the provision.”

1. In the Act, the legislature has defined a compensable bodily injury as any physical or mental injury, including death, “suffered . . . in an accident” and has, in addition, defined an accident as “any event in which damage is caused by an automobile”. If it had wanted the scope of the compensation scheme to extend to separate injuries suffered as a result of an event subsequent to an accident (here, the subsequent fault), the legislature would have said so clearly and would thus have extended the scope of the Act to include injuries suffered “following an accident”, *as it did in s. 73 of the Act*. It did not do so in ss. 1, 2 and 6, but that would be the consequence of the interpretation proposed by my colleague.
2. It is my opinion that what must be asked in interpreting the Act is why the legislature chose to express an idea relating to the future in s. 73 (“following an accident”), but did not do so in ss. 1, 2 and 6. Because of the presumption of consistent expression, “[w]hen an Act uses different words in relation to the same subject such a choice by Parliament must be considered intentional and indicative of a change in meaning or a different meaning” (*Jabel Image Concepts Inc. v. Minister of National Revenue* (2000), 257 N.R. 193 (F.C.A.), at para. 12). This Court unanimously endorsed this principle, per LeBel J., in *Agraira v. Canada (Public Safety and Emergency Preparedness)*, 2013 SCC 36, [2013] 2 S.C.R. 559, at para. 81:

. . . according to the presumption of consistent expression, when different terms are used in a single piece of legislation, they must be understood to have different meanings. If Parliament has chosen to use different terms, it must have done so intentionally in order to indicate different meanings.

By the same token, “[g]iving the same words the same meaning throughout a statute is a basic principle of statutory interpretation” (*R. v. Zeolkowski*, [1989] 1 S.C.R. 1378, at p. 1387).

1. In my opinion, the words of the Act and common sense thus preclude the argument that a separate injury caused by a medical or a hospital fault — or by negligent conduct on the part of police officers — subsequent to an accident can constitute an injury that was “suffered . . . in an accident”. A medical or hospital fault, or a fault committed by police officers, does not occur in the general context of the use of the vehicle.
2. I note that the legislature also chose, in defining the bodily injury covered by the Act, to include any damage to the clothing worn by the victim. This may seem like a minor point, but in my view, it supports my interpretation, since not just any clothing is covered by the Act, but only the clothing worn by the victim at the time of the accident, that is, the “event in which” the clothing was damaged “by an automobile”.
3. Furthermore, the legislature chose to make exceptions to what it considered to be “damage caused by an automobile”, or “any damage caused by an automobile, by the use thereof or by the load carried in or on an automobile, including damage caused by a trailer used with an automobile”, by excluding “damage caused by the autonomous act of an animal that is part of the load and injury or damage caused to a person or property by reason of an action performed by that person in connection with the maintenance, repair, alteration or improvement of an automobile”. All the elements of the definition of “damage caused by an automobile” relate to the automobile: to the automobile itself, to the use of the automobile, to the load carried in or on the automobile, to a trailer used with the automobile, or to the maintenance, repair, alteration or improvement of the automobile. In my opinion, these exceptions confirm that, to be covered by the Act, damage must “occur in the general context of the use of the vehicle”, as this Court stated in *Rossy* (para. 27), endorsing the comments made by Baudouin J.A. on this point in *Pram* (p. 1742).
4. The interpretation I propose is also mindful of the internal consistency of the Act, as it gives full meaning to s. 12.1, which reads as follows:

**12.1.** The Société must be impleaded in any action where a determination is to be made as to whether the bodily injuries were caused by an automobile.

1. Thus, s. 12.1 of the Act explicitly contemplates the possibility of a party bringing a civil action in order to seek compensation for bodily injuries that are not covered by the Act, because, that is, they were not “suffered . . . in an accident”. In my opinion, given that the legislature does not speak in vain, it is clear, as stated in s. 12.1, that it will sometimes be necessary to have a court determine whether bodily injuries were suffered in an accident, that is, whether they were caused by an automobile, and the legislature has accordingly established an obligation to implead the Société de l’assurance automobile du Québec (“SAAQ”) in such cases. There would be no purpose to s. 12.1 if, as my colleague Wagner J. maintains, the appellants had no remedy.
2. I find that my colleague’s position unduly limits the scope, and indeed the purpose, of s. 12.1 of the Act and does not lead to a harmonious interpretation of the Act. My colleague states that “[t]his section is not intended to entitle an automobile accident victim to bring a civil action against a third party in respect of an injury that is covered by the Act, but concerns the determination of whether the causal link needed for the Act to apply exists in a given case” (para. 24). I wish to be clear that this statement does not reflect what I am saying. To me, it is clear that if the injury is covered by the Act, there is nothing more to say. I am instead of the view that s. 12.1 shows that a victim has a right to bring a civil action against a third party in respect of an injury that *is not* covered by the Act. Section 12.1 shows that the legislature has provided that it will sometimes be necessary to determine whether bodily injuries were caused by an automobile (and thus suffered in an accident) and that, if they were, the Act will apply.
3. The interpretation of the Act that I propose is also consistent with the SAAQ’s own interpretation. The position of that body, which has been administering the Act for almost 40 years, cannot be completely disregarded.
4. For example, in 1993, in a detailed review of Bill 113, *An Act to amend the Automobile Insurance Act*, 2nd Sess., 34th Leg., which had the effect, *inter alia*, of modernizing the language of the Act, including the language used with respect to the obligation to implead the SAAQ under s. 12.1, lawyer Claude Gélinas made the following comment on behalf of the SAAQ:

[translation] The litigation [in which the SAAQ must be impleaded] must concern the fact that bodily injuries were caused by an automobile. And this is tied to some extent to our definition of “accident” in our statute. In our statute, an accident is defined as an event in which damage is caused by an automobile.

(Quebec, National Assembly, Commission permanente de l’aménagement et des équipements, “Étude détaillée du projet de loi 113 — Loi modifiant la Loi sur l’assurance automobile”, *Journal des débats de la Commission permanente de l’aménagement et des équipements*, vol. 32, No. 102, 2nd Sess., 34th Leg., November 24, 1993, at p. 5369).

1. In short, the wording of the Act is clear. It itself provides a useful and functional criterion that makes it possible to apply the automobile accident compensation scheme effectively. While it is clear that the Act must be given a large and liberal interpretation, [translation] “[t]hat interpretation must [however] remain plausible and logical having regard to the wording of the act” (*Pram*, at p. 1741), since the words of the Act were explicitly chosen by the legislature. In my opinion, the Act does not bar the appellants’ actions in the two cases now before this Court.
2. Finally, I note that a review of the cases on which the decisions in *Pram* and *Rossy* were based shows that even if they had been decided on the basis of the interpretation of the Act I am proposing, their outcomes would not have been different given that in each of them, a single injury was alleged and there was good reason to conclude that the injury had been “suffered . . . in an accident” (*Harris v. Cité de Verdun*, [1979] C.S. 690; *Cordero v. British Leyland Motors Canada Ltd.*, [1980] C.S. 899; *Lapalme v. Mareluc Ltée*, [1983] C.S. 646; *Periard v. Ville de Sept‑Îles*, [1985] I.L.R. ¶1‑1963 (Que. C.A.); *Commission des accidents de travail du Québec, Desfonds et Larocque v. Girard* (1988), 18 Q.A.C. 110; *Neveu v. Compagnie d’assurance Victoria du Canada* (1989), 30 Q.A.C. 97; *Belley v. Tessier‑Villeneuve*, [1990] R.R.A. 959 (Que. C.A.); *Langlois v. Dagenais*,[1992] R.R.A. 489 (Que. C.A.)).
   1. Context in Which the Act Was Enacted and Legislative Intent
3. A review of the context in which the Act was enacted and an analysis of the legislature’s intent support the conclusion that, where there is a separate injury caused by a fault subsequent to an accident, it is necessary to determine whether the Act applies and to authorize a civil action if the injury at issue was not itself “suffered . . . in an [automobile] accident”.
4. It is important to review the context in which the Act was enacted, which this Court summarized as follows in *Rossy* (at paras. 17‑18):

The Act came into force in 1978 in response to growing dissatisfaction with the system of civil liability for automobile accidents that existed at the time. In 1971, the Quebec government had established a committee to study and report on the extent to which victims of automobile accidents were being compensated, either through civil actions or through the existing insurance scheme. The committee’s report found that a large number of victims went uncompensated, that trying to obtain compensation could take years and that the cost of obtaining compensation was in the tens of thousands of dollars . . . .

As a result, the Quebec government implemented a no‑fault public automobile insurance scheme to be administered by the Société de l’assurance automobile du Québec (“SAAQ”). The new scheme was primarily designed to provide compensation to victims of automobile accidents for death and injury to the person, without regard to fault. The provisions of Title II of the Act eliminated the expense and uncertainty of trying to recover damages by way of private civil actions. However, the other part of the scheme, Title III, retained a fault‑based regime for property damage caused by a vehicle and also required private insurance for such damage . . . . [Emphasis added; citations omitted.]

1. Baudouin, Deslauriers and Moore comment along the same lines regarding the reform effected by the Act:

[translation] The historical development of Quebec’s law with respect to traffic accidents is particularly interesting to observe as a social phenomenon. As can be seen, legal thinking changed under the pressure of social forces. Starting from the classic individualistic view that the owner of a dangerous object, an automobile, is accountable only for injuries caused by his or her fault, the law arrived, as a result of the 1977 reform, at a social view according to which the absolute priority is no longer the establishment of actual or presumed fault, but the compensation of victims of traffic accidents in all cases. The remedial function of civil liability therefore became paramount. With it, the socialization of risk, government control over compensation and the strict regulation of insurance finally made it possible to remedy the serious injustices that every previous scheme had merely perpetuated despite the definite progress that had resulted from secondary reforms.

Since the purpose of this legislative scheme is to provide adequate compensation to victims of traffic accidents, the scheme must be given a large and liberal interpretation so as to ensure that its compensatory purpose is attained. [Emphasis added; footnote omitted.]

(J.‑L. Baudouin, P. Deslauriers and B. Moore, *La responsabilité civile* (8th ed. 2014), at paras. 1‑1178 to 1‑1179)

1. This context must be considered in interpreting the Act. *Road* risks are what the legislature wanted to provide for in a scheme that pays compensation regardless of who is at fault. The legislature did not intend to create, nor did it in fact create, a no‑fault liability scheme for police officers, physicians or other third parties who might commit faults subsequently to automobile accidents and thereby cause separate injuries. The interpretation of the Act should not therefore produce such a result, yet this is in fact the consequence that the interpretation my colleague proposes would have. In my view, if the Quebec legislature had intended to create a no‑fault compensation scheme that would apply to every injury suffered subsequently to an automobile accident, it would have done so explicitly.
2. I find that the interpretation my colleague proposes as regards the link required for an automobile accident to be deemed to have caused bodily injury covered by the Act is contrary to the legislature’s intention. This Court has on many occasions endorsed the modern approach to legislative interpretation, namely that “the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of [the legislature]” (*Bell ExpressVu Limited Partnership v. Rex*, 2002 SCC 42, [2002] 2 S.C.R. 559, at para. 26, quoting E. A. Driedger, *Construction of Statutes* (2nd ed. 1983), at p. 87 (emphasis added)).
3. The Court in fact found in *Rossy* that the legislature had intended to give the Act a broad reach (para. 19). I am not questioning that finding; quite the contrary. However, I wish to point out that the Court also found, in that same case, that the no‑fault public automobile insurance scheme created by the Act “was primarily designed to provide compensation to victims of automobile accidents for death and injury to the person, without regard to fault” (*Rossy*, at para. 18 (emphasis added)). Thus, what the legislature intended to regulate were *road risks*, not medical, hospital, police or other risks. It is up to the legislature, not the courts, to expand the coverage to other types of risks.
4. This intention that the scope of the scheme be limited to road risks is clear from the parliamentary debate at the time in question.
5. It is clear from the comments made by Minister Payette during the debate that led up to the passage of Bill 67, the *Automobile Insurance Act*, 2nd Sess., 31st Leg., that it was damage *caused by* an automobile that the legislature intended to regulate by means of a no‑fault compensation scheme:

[translation] . . . this bill is intended to establish a scheme in Quebec to compensate persons who suffer bodily injury caused by an automobile, and it makes the Régie de l’assurance automobile du Québec responsible for administering a fund to compensate persons who sustain property damage caused by an automobile where the person responsible for the damage is unknown, is not insured, is not adequately insured or is insured by an insolvent insurer. [Emphasis added.]

(Quebec, National Assembly, *Journal des débats*, vol. 19, No. 96, 2nd Sess., 31st Leg., August 19, 1977, at p. 3093)

1. In the course of that debate, Minister Payette explained the expressions “no‑fault” and “*sans égard à la responsabilité*” as follows:

[translation] It is true, Mr. President, that the expression “no‑fault” or “*sans égard à la responsabilité*” is inherently troublesome. It suggests that people will be driving with impunity on the roads of Quebec. It implies a kind of guarantee for reckless drivers and drunks.

Since we all know that it is not the role of insurance to punish the guilty, and since we all know that my colleagues from Justice and Transport will make sure careless and dangerous drivers are kept off the roads, we have tried to find a better expression that comes closer to the idea of sharing road risks, because that is what we want to implement, that is what we mean by “no‑fault”, that is what we call greater social justice, sharing road risks.

. . .

When all is said and done, what we want, what we are creating, is in fact greater social responsibility on our roads. The extremely high volume of accidents in Quebec is a social risk that goes well beyond the responsibility of individual drivers. Moreover, the unequal protection provided by the current scheme also creates a need for a better distribution of the total amounts of premiums and compensation paid in Quebec. [Emphasis added.]

(Quebec, National Assembly, *Journal des débats*, vol. 19, No. 109, 2nd Sess., 31st Leg., October 28, 1977, at pp. 3786‑87)

1. It is also revealing, in my view, that the legislature specifically chose not to include in the Act a provision originally found in Bill 67 that would have given physicians immunity for administrative acts carried out in the context of their work for the SAAQ. The provision in question stated that “[t]he reports to the Régie made by a physician or an establishment are confidential and privileged and, as such, cannot give rise to a claim for damages” (Bill 67, first reading, clause 66).
2. After Bill 67 was introduced, the Corporation professionnelle des médecins du Québec — now the Collège des médecins du Québec — filed a brief in which it raised concerns about clause 66:

[translation] Finally, that same clause 66 provides that the reports made by a physician to the Régie are confidential and, “as such, cannot give rise to a claim for damages”. . . . In our opinion, it is unjustifiable to bar an injured person from suing a physician for damages in court under the pretext that the fault was committed in a report to the Régie. Is the intention to shield the Régie from lawsuits? Unless the bill specifies the scope of the immunity provided for in clause 66 and the identities of the persons who are to have that immunity, the Corporation can only recommend, for the moment, that these words be removed. [Emphasis added.]

(Quebec, National Assembly, Commission permanente des consommateurs, coopératives et institutions financières, “Mémoire de la Corporation professionnelle des médecins du Québec à la Commission parlementaire sur le Projet de Loi 67 Loi sur l’assurance automobile”, *Journal des débats de la Commission permanente des consommateurs, coopératives et institutions financières*, vol. 19, No. 210, 2nd Sess., 31st Leg., October 20, 1977, Appendix II, at p. 6539)

1. Before a parliamentary committee, Minister Payette confirmed that the concerns raised by the Corporation professionnelle des médecins du Québec had been taken into consideration, and she admitted that clause 66 of Bill 67 seemed to confer an immunity whose scope had not been clearly understood:

[translation]

**[Minister Payette:]** . . .

. . . on receiving your brief, we immediately prepared to review the wording of clause 66 and . . . we didn’t even wait to see you before the parliamentary committee, and so the clause is currently being re‑examined, at our request, in response to your brief.

. . .

**[Louis Payette, Corporation professionnelle des médecins du Québec:]** . . . Clause 66 establishes two rules, the one concerning the confidentiality of reports to the Régie and the second one, which we think is more unclear, indicates that as such, the reports cannot give rise to a claim for damages. . . .

When you spoke of clause 66, I don’t know if you were referring to both aspects, the confidentiality of information and also this other aspect of clause 66, which seems to give someone an immunity whose scope we did not clearly understand.

. . .

**[Minister Payette:]** . . . that clause in particular was sent back immediately for clarification owing to the relevance of your comments. [Emphasis added.]

(Quebec, National Assembly, Commission permanente des consommateurs, coopératives et institutions financières, “Étude du projet de loi no67 — Loi sur l’assurance automobile”, *Journal des débats de la Commission permanente des consommateurs, coopératives et institutions financières*, vol. 19, No. 210,2nd Sess., 31st Leg., October 20, 1977, at p. 6493)

1. As the appellants in *Godbout* rightly note, clause 66 was removed from Bill 67, further to a motion to that effect by Minister Payette, two days before the bill was sanctioned (see Quebec, National Assembly, *Journal des débats*, vol. 19, No. 136, 2nd Sess., 31st Leg., December 20, 1977, at p. 5047; Bill 67 (sanctioned on December 22, 1977)).
2. Given that the legislature found it necessary to remove from Bill 67 the immunity conferred on physicians for acts of a more administrative nature that they carried out in the context of professional exchanges with the SAAQ, in particular because of the concerns raised by the Corporation professionnelle des médecins to the effect that the scope of that immunity was unclear, it cannot reasonably be argued that the same legislature intended, without saying so explicitly, to exempt physicians from civil liability in respect of care and treatment they provide to victims of automobile accidents. Such an interpretation of the scope of the Act is contrary to the legislature’s intent. In my view, the interpretation of my colleague Wagner J. therefore does something that the legislature itself clearly chose not to do explicitly: it exempts third parties who have committed faults, such as physicians or police officers, from civil liability for actions taken in respect of automobile accident victims that resulted in separate injuries. If the legislature had intended to limit the liability of physicians, police officers or other third parties who have committed faults or to exempt them entirely, it would have done so expressly, as it did for health care professionals in s. 605 of the *Highway Safety Code*, CQLR, c. C‑24.2:

**605.** No action in damages may be brought against a health care professional for having availed himself of section 603 [which provides that a health professional may report to the SAAQ the name, address and state of health of a person 14 years of age or older whom he considers unfit to drive a road vehicle].

The application of the general law of civil liability cannot be excluded without a clear intervention on the legislature’s part. The scope of s. 83.57 of the Act is therefore limited by the wording of the section: it bars only civil actions before any court of justice for “bodily injury” within the meaning of the Act, that is, an injury “suffered . . . in an accident”.

* 1. Other Interpretive Considerations
     1. The Legislature Does Not Intend to Produce Absurd Consequences

1. As this Court observed in *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27, “[i]t is a well established principle of statutory interpretation that the legislature does not intend to produce absurd consequences” (para. 27). Professor Pierre‑André Côté notes that the relevant cases suggest that an interpretation will be considered absurd if it “leads to ridiculous or frivolous consequences”, if it creates “a result which cannot be imputed to a fair and reasonable legislat[ure]” or if it is “illogical, incoherent or incompatible with other provisions or with the object of the legislative enactment” (P.‑A. Côté, *The Interpretation of Legislation in Canada* (2nd ed. 1991), at pp. 378‑80 (as quoted in *Rizzo & Rizzo Shoes*, at para. 27); see also 4th ed. 2011, at pp. 493‑94).
2. As I mentioned above, my colleague’s proposed interpretation as regards the link required for an automobile accident to cause bodily injury within the meaning of the Act seems to disregard the existence of s. 12.1 of the Act. In my view, that interpretation also leads to a consequence that is “absurd” as the meaning of this word is explained in the preceding paragraph in that it is “illogical, incoherent [and] incompatible” with that other provision of the Act. But there is more.
3. My colleague’s interpretation creates a no‑fault scheme in favour of any physician, police officer or other third party who has committed a fault in a context in which an initial injury was “suffered . . . in an accident”. For example, on the basis of his interpretation, a police officer who allegedly failed to search diligently for a person who had fallen into a ravine while cycling to work could be sued should the person suffer frostbite and have a leg amputated as a result, but such an action would be barred if the same victim had fallen into a ravine while driving to work in a car. Likewise, a physician who allegedly committed a fault in treating the cyclist’s injuries could be sued in a civil action, but could not be sued in the case of the driver even if the injury was the same in both cases. In my opinion, these are absurd consequences that flow from my colleague’s interpretation and that cannot be imputed to a fair and reasonable legislature.
   * 1. Right to Full Compensation: Principle and Exception
4. It is important to note that, although the Act must be given a large and liberal interpretation, one must always bear in mind the fact that s. 83.57 creates an exception to the general law of civil liability, which is based, *inter alia*,on the principle of full compensation. Such an exception must be narrowly construed. The legislature could easily have provided that this exception would also extend to health care professionals or to any other category of persons who might commit a fault subsequently to an automobile accident. I fully agree with the appellants in *Godbout* that [translation] “[a] change of such significance, involving societal choices as fundamental as this, cannot result purely and simply from an overly broad interpretation by the Court of Appeal of the provisions of the [Act]” (A.F. *Godbout*, at para. 81).
   * 1. Considerations Based on Other Statutory Schemes
5. This Court has recognized that a comparative law analysis can be of assistance in the interpretation of the Act, in particular given the similarity between the Quebec and Manitoba statutory schemes for automobile insurance (*Rossy*, at para. 31):

Manitoba provides a useful comparison since it has a “no‑fault” automobile insurance scheme modelled after the Quebec regime.

1. Unlike my colleague, I find that the Manitoba Court of Appeal’s decision in *Mitchell v.* *Rahman*, 2002 MBCA 19, 163 Man. R. (2d) 87, is of assistance in the interpretation of the causal link required under the Act. On facts very similar to those of *Godbout*, the Manitoba Court of Appeal found in *Mitchell* that the initial automobile accident had merely been the occasion of the injury in question but was not its cause:

Can it be said that the injury that resulted from medical mistreatment was “caused by . . . the use of an automobile”? In my view, it cannot. The use of an automobile in this case was at most a sine qua non — the circumstance that brought the plaintiff to the defendant hospital for treatment. [para. 56]

1. In my colleague’s view, *Mitchell* does not apply in the instant cases, in part because, “unlike s. 5 of the Act, s. 73 of the *Manitoba Public Insurance Corporation Act*[, C.C.S.M., c. P215,] provided that compensation was payable ‘regardless of who is responsible for the accident’” (para. 68 (emphasis in original)). He argues that the words “for the accident” in the Manitoba statute have the effect of limiting its scope more than that of the Quebec legislation and that this also limits the relevance of the Manitoba Court of Appeal’s reasons. With respect, I cannot agree with him. On the contrary, the Manitoba statute and the Quebec statute necessarily have the same scope. In the case of the Quebec legislation, it is to remedy a bodily injury as defined in the Act — any physical or mental injury, including death, *suffered* by a victim *in an accident* — that the SAAQ pays compensation to victims regardless of who is at fault. The definitions of “accident” and “bodily injury” in the Act have the same legal effect on the scope of the Act as the words “for the accident” in the Manitoba statute.
2. Indeed, when ss. 5 and 6 of the Act are read together, the only plausible and logical conclusion that can be drawn is that the words “regardless of who is at fault” mean who is at fault “in the accident”.
3. My colleague also bases his reasoning on a parallel he draws between the statutory scheme applicable to industrial accidents and the scheme under the Act. He notes that “in 1985, the Quebec legislature introduced a special scheme to compensate workers to whom industrial accidents happen, or who contract occupational diseases” and that, “[w]ith some exceptions, workers who are entitled to benefits under the *Act respecting industrial accidents and occupational diseases* may not apply to courts of law for compensation for injuries suffered as a result of industrial accidents” (para. 34).
4. Insofar as my colleague relies on the liability scheme established by the *Act respecting industrial accidents and occupational diseases*, CQLR, c. A‑3.001,the observations of the Court of Appeal in *G.D. v. Centre de santé et des services sociaux A*, 2008 QCCA 663, [2008] R.J.D.T. 663, at paras. 39‑40, concerning the civil immunity conferred by that statute are relevant:

[translation] The immunity under the [*Act respecting industrial accidents and occupational diseases*] deprives those who suffer employment injuries of any right to bring civil liability actions against their employers and fellow employees *by reason of their injuries*. It may seem simplistic to add — but the corollary is true, in my opinion — that this immunity does not deprive them of their right to bring actions that are not *by reason of their injuries*.

The words of the provision tie the immunity to the injury, not to the industrial accident or to the events that resulted in the injury. The distinction seems important to me. The AIAOD, as social legislation, must be interpreted liberally, of course, but in my view, this does not make it possible to extrapolate and to extend the immunity to everything that relates in any way to an industrial accident. [Underlining added; italics in original.]

In my opinion, the same reasoning applies in these appeals: although the Act must be interpreted liberally, this should not make it possible to extrapolate and to extend the immunity it confers to everything that relates in any way to an automobile accident.

* + 1. Decisions of the Administrative Tribunal of Québec (“ATQ”)

1. I note that my colleague seems to endorse a line of ATQ decisions, with which the Court of Appeal agreed in the instant cases, arguing “that where the condition of an automobile accident victim is aggravated while his or her injuries are still being treated and have not yet healed or stabilized, that aggravation generally has a sufficient causal link to the accident to qualify for full compensation from the SAAQ” (para. 43). This comment clearly evinces a change to the question put before us. Whether a victim’s condition is aggravated — independently of the existence of a subsequent fault causing a separate injury — is not the question we have to decide, the question in respect of which the parties submitted their arguments.
   * 1. Considerations Related to Access to Justice
2. Moreover, there is absolutely no justification for saying that my conclusion — that a civil action be allowed to proceed in order to have a court determine whether a separate injury resulting from a fault subsequent to an accident is also covered by the scheme of the Act — would overburden the courts. Such cases are rare, and it would be unfair to deprive victims in those cases of their right to bring actions. The legislature’s intent at the time of the enactment of the Act was in fact to facilitate access to justice in the context of road risks (*Rossy*, at paras. 17‑19). With respect, the interpretation my colleague proposes would limit access to justice for victims of medical, hospital, police or other faults that are committed subsequently to an automobile accident.
3. The SAAQ, which is responsible for administering the insurance fund and for paying for applications for compensation that are filed with it under the Act (*Act respecting the Société de l’assurance automobile du Québec*, CQLR, c. S‑11.011, s. 2(1)(a) and (2)(b)), states itself that it does not share the concerns expressed by the Court of Appeal, which fears that the compensation scheme created by the Act would be weakened if the appellants’ actions were to be authorized. On the contrary, [translation] “[i]t foresees no particular difficulties and will continue to deal with applications for compensation in the same way if actions like that of the Appellants are authorized” (I.F. (*Godbout*), at para. 25; see also I.F. (*Gargantiel*), at para. 26). The SAAQ is the expert in the matter, and its position supports my interpretation of the Act. The interpretation my colleague proposes could, by unduly broadening the scope of the Act, force Quebec taxpayers to pay the cost of damage that is unrelated to the application of the Act and exempt third parties who have committed faults from any liability by treating medical, hospital and police risks as road risks.
   1. The Chain of Causation Can Be Broken in the Context of the Compensation Scheme of the Act
4. In light of my interpretation of how the Act applies to a separate injury caused by a subsequent fault, it is not necessary for me to comment on the issue of a break in the chain of causation in the context of the compensation scheme of the Act. The appellants in *Godbout* in fact present this argument on an alternative basis only. However, I wish to respond to some observations made by my colleague in this regard.
5. In my view, it is wrong to conclude that the *sui generis* nature of causation in the context of the Act’s compensation scheme necessarily implies that the initial chain of causation can never be broken by a new fact that causes a separate injury.
6. In *St‑Jean v. Mercier*, 2002 SCC 15, [2002] 1 S.C.R. 491, at para. 96, this Court implicitly recognized that the chain of causation can be broken by a new fact in stating that “[t]here was ample evidence that all of the damage suffered was caused by the accident and that there was no aggravation or independent damage caused by the faults of the respondent” (emphasis added). Thus, it was not because the Act applied that the plaintiff was unsuccessful in that case, but because the evidence he had adduced did not support the existence of an injury caused by the defendant’s faults. In my view, it would not be appropriate in these appeals to rule out the application of the intervening cause doctrine.
   1. A Word on the Issue of Waiver
7. The Quebec Court of Appeal erred in concluding that [translation] “claiming, receiving and accepting compensation payments from the SAAQ entails at the very least a presumption that the person making the claim and the SAAQ are of the opinion that what is claimed and the compensation that is received are for bodily injury suffered in an accident, which rules out any right to claim anything from anyone else” (*Godbout*, C.A. reasons, at para. 85; see also *Gargantiel*, C.A. reasons (2015 QCCA 224), at para. 50).
8. The concept of waiver does not apply within the framework of the Act. The effect of s. 83.57 of the Act is to establish a single, complete compensation scheme for the injuries the Act covers. It is the fact that damage is characterized as “bodily injury” that gives rise to a right to compensation: if the bodily injury was suffered in an accident, then the Act applies and s. 83.57 bars any action is respect of that injury in a court of civil jurisdiction. This means that an individual never has both a right to compensation under the Act and a right to take the person allegedly responsible for his or her injury to court. In short, it is impossible to waive a right that one does not have.
9. The fact that compensation has been claimed and received from the SAAQ in the two cases at bar cannot therefore be interpreted as a waiver. If Ms. Godbout and Mr. Gargantiel actually received compensation for injuries that are not covered by the Act, the Act provides mechanisms to make any necessary adjustments, as the SAAQ explained very well in its factum and at the hearing (Act, ss. 83.44 and 83.44.1).
10. In closing, I would like to make two further comments about this supposed waiver. First, in *Godbout*, although the appellants instituted their action in 2002, it was not until 2010 that the respondents argued that the action was barred because of the existence of the Act. Even though s. 83.57 of the Act has the effect of creating a single, complete compensation scheme for the injuries the Act covers, the parties considered from 2002 to 2010 that the litigation between them was a medical/hospital liability case. Second, in *St‑Jean v. Mercier*, this Court itself had simply applied general principles of civil liability in analyzing the causal link; the fact that the victim received compensation from the SAAQ in that case did not bar the action.
11. Conclusion
12. For these reasons, I would allow both appeals:

– In *Godbout*, if the Superior Court were to conclude that the respondents committed a medical fault while Ms. Godbout was hospitalized subsequently to the automobile accident and that that medical fault caused separate injuries, s. 83.57 of the Act would not bar the appellants’ action in damages.

– In *Gargantiel*, the Superior Court erred in granting the motion to dismiss the appellant’s action in damages.

*Appeals dismissed with costs,* Côté J. *dissenting.*

Solicitors for the appellants Thérèse Godbout, Louis Godbout and Iris Godbout: Ménard, Martin, Montréal.

Solicitors for the respondent Jean‑Maurice Pagé: McCarthy Tétrault, Montréal.

Solicitors for the respondents Anick Dulong, Moreno Morelli, Martin Lavigne, Jacques Toueg and Hôpital du Sacré‑Cœur de Montréal: Borden Ladner Gervais, Montréal.

Solicitors for the appellant Gilles Gargantiel: Leonard Kliger, Avocat, Montréal.

Solicitors for the respondent/intervener the Attorney General of Quebec: Bernard, Roy (Justice Québec), Montréal.

Solicitors for the intervener Société de l’assurance automobile du Québec: Raiche Pineault Laroche, Montréal.