

COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended.

AND IN THE MATTER of an Application by the Used Car Dealers Association of Ontario for an Order pursuant to section 103.1 granting leave to make application under sections 75 and 76 of the *Competition Act*.

AND IN THE MATTER of an Application by the Used Car Dealers Association of Ontario for interim relief pursuant to section 104 of the *Competition Act*.

BETWEEN:

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE	
FILED / PRODUIT August 10, 2011 CT-2011-006	
Jos LaRose for / pour REGISTRAR / REGISTRAIRE	
OTTAWA, ONT	# 22

USED CAR DEALERS ASSOCIATION OF ONTARIO

Applicant

- and -

INSURANCE BUREAU OF CANADA

Respondent

NOTICE OF APPLICATION FOR INTERIM RELIEF PURSUANT TO SECTION 104 OF THE *COMPETITION ACT*

1. **TAKE NOTICE THAT** the Applicant, the Used Car Dealers Association of Ontario (“UCDA”), will make an application to the Competition Tribunal (the “**Tribunal**”) pursuant to section 104 of the *Competition Act*, R.S.C. 1985, c. C-34, as amended (the “**Act**”) for an interim order directing the Respondent Insurance Bureau of Canada (“**IBC**”) to resume supply of its Web Claims Search application to UCDA, as previously provided, pending resolution of UCDA’s application to the Tribunal under section 75 of the *Act*.

2. **AND TAKE NOTICE THAT** UCDA will rely on the Statement of Grounds and Material Facts attached hereto and on the Affidavit of Robert G. Beattie, sworn June 29, 2011, and such further or other material as counsel may advise and the Tribunal may permit.
3. **AND TAKE NOTICE THAT** UCDA seeks directions from the Tribunal for an expedited hearing of this Application.
4. **AND TAKE NOTICE THAT** UCDA requests that this Application be heard in the English language.
5. **AND TAKE NOTICE THAT** UCDA requests that the documents for this Application be filed in electronic form.
6. **AND TAKE NOTICE THAT** UCDA requests that any hearing of this Application be held at Toronto, Ontario.
7. **AND TAKE NOTICE THAT** the person against whom the interim order is sought is the Respondent. The address of the Respondent is: Insurance Bureau of Canada, 2235 Sheppard Avenue East, Atria II, Suite 1100, Toronto, Ontario, M2J 5B5.
8. **THE GROUNDS AND MATERIAL FACTS** for this Application are set out in the Statement of Grounds and Material Facts attached as Schedule A to this Notice of Application.

Dated at Toronto this 10th day of August, 2011.

On behalf of the Applicant UCDA

A handwritten signature in black ink, appearing to read "Neil Campbell". The signature is written in a cursive style with a large initial "N".

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SCHEDULE A

STATEMENT OF GROUNDS AND MATERIAL FACTS:

I. The Parties

1. As set out in the Affidavit of Robert G. Beattie, sworn June 29, 2011 and attached to the application for leave under section 103.1 in this matter (the “**Beattie Affidavit**”), the Applicant Used Car Dealers Association of Ontario (“**UCDA**”) is a not-for-profit association founded in 1984 and incorporated under the *Canada Corporations Act*. As an active trade association in the used vehicle industry, UCDA represents more than 4,500 motor vehicle dealer members located throughout Ontario, who deal with thousands of individual consumers on a daily basis. UCDA operates the Auto Check™ business, which provides used vehicle accident history searches to UCDA member dealers on a fee-for-service basis.

Beattie Affidavit, para. 3

2. The Respondent, Insurance Bureau of Canada (“**IBC**”), is a not-for-profit association incorporated under the *Canada Corporations Act* which represents home, vehicle and business insurers in Canada. Among other things, IBC compiles and maintains detailed vehicle accident history and claims data provided by its member insurers, including its “**Web Claims Search application**”, which is the subject of this proceeding, as well as additional information related to the dollar value of vehicle claims. Various forms of such information are made available to commercial parties.

II. The Provision of Used Vehicle Accident History Searches

3. UCDA provides used vehicle accident history searches to its members through its Auto Check™ business. Competing services are provided by 3823202 Canada Inc., carrying on business as CarProof (“**CarProof**”), and CARFAX, Inc. (“**Carfax**”). The Respondent, IBC, supplies various underlying vehicle insurance claims data, reported by

its member insurers, that is used in the provision of used vehicle accident histories by CarProof, Carfax and Auto Check™.

Beattie Affidavit, paras. 10-11

4. Used vehicle accident history searches are an important source of information about the history of a used vehicle. Such searches assist used car dealers in learning more about the vehicle they are proposing to purchase. They are also used by dealers to assist in determining whether a vehicle may have suffered previous damage requiring disclosure, pursuant to the Ontario *Motor Vehicle Dealers Act, 2002*, or similar legislation in other provinces, when dealers sell the vehicle.

Beattie Affidavit, para. 9

5. A dealer need only provide an automobile's Vehicle Identification Number ("VIN") in order to search its accident history. The types of information reported by these searches may vary but typically will include one or more of the following: the existence of a prior collision or accident insurance claim made against a vehicle, the number of such claims, the date on which the collision(s) or accident(s) occurred, the point of impact on the vehicle where the damage occurred, and potentially the amount of the insurance claim paid.

Beattie Affidavit, para. 5

6. In 1998, UCDA became an Associate Member of the IBC in order to acquire vehicle claims data which is a critical input into the Auto Check™ business. IBC was, and remains, the only source for integrated industry-wide claims data from all insurers supplying auto insurance coverage in Ontario.

Beattie Affidavit, para. 6

7. A long and mutually-beneficial relationship evolved between UCDA and IBC, with UCDA renewing its Associate Membership annually and gradually expanding its Auto Check™ business based on claims data supplied by IBC. In addition to its annual payment of membership fees, in June 2007 UCDA provided funding in the amount of

\$16,000 to IBC in order to help finance upgrades to IBC's database infrastructure. In 2010, IBC added a fee of \$1.00 per "hit" for the information supplied from its Web Claims Search application.

Beattie Affidavit, para. 8

8. Over time, two other providers entered the used vehicle accident history searches market. In or around 2005, a business called CarProof, which had been supplying lien searches in competition with UCDA since 2000, began providing a service that competes with Auto Check™. In 2008, Carfax, an American-based provider of used vehicle accident histories, began offering similar services in Ontario. CarProof and Carfax source claims data for their used vehicle accident history searches directly or indirectly from IBC. UCDA is not aware of any other providers of used vehicle accident history searches in Ontario.

Beattie Affidavit, para. 10

9. CarProof is the market leader in the supply of used vehicle accident history searches in Ontario. A standard CarProof used vehicle accident history costs \$34.95 (exclusive of GST/HST). Carfax charges US\$34.99 (exclusive of GST/HST) per individual search for its service. By comparison, Auto Check™ charges UCDA member dealers \$7.00 for its competing used vehicle history service.

Beattie Affidavit, para. 12

10. In 2004, CarProof began distributing false and misleading promotional materials to motor vehicle dealers in Canada, which misrepresented the nature and scope of UCDA's lien search and other services. Following written warnings from UCDA's legal counsel, CarProof abandoned this negative campaign. However, it again began distributing false and misleading promotional material in 2007 with respect to UCDA's services including Auto Check™. UCDA's efforts to resolve the situation out of court were unsuccessful, leading it to commence litigation against CarProof. That litigation was ultimately settled in 2009, with CarProof and UCDA issuing a joint statement in which CarProof

acknowledged that UCDA provides accident claim information through its Auto Check™ service and undertook not to make misleading statements in the future.

Beattie Affidavit, para. 13

11. In early 2009, representatives of CarProof approached UCDA and proposed that UCDA “partner” with CarProof to provide CarProof used vehicle accident histories to UCDA members rather than doing so directly through the Auto Check™ business. Such a proposal, if adopted, would have meant the end of the Auto Check™ business. Given CarProof’s aggressive business tactics and the significantly higher prices at which it provides used vehicle accident history searches, UCDA concluded that a relationship with its major competitor was not in the best interests of its members and declined the CarProof proposal.

Beattie Affidavit, para. 14

12. In early 2010, representatives of CarProof again approached UCDA and repeated the “partnering” proposal. UCDA again rejected CarProof’s overtures.

Beattie Affidavit, para. 15

13. UCDA understands that CarProof obtains its used vehicle claims history data from IBC indirectly through i2iQ Inc. (“**i2iQ**”) and CGI Group Inc. (“**CGI**”). CarProof’s used vehicle claims histories are among the product offerings listed on the website of i2iQ. i2iQ also states on its website that a “partnership” or “strategic alliance” exists between itself and CarProof. i2iQ further claims to have a “partnership” or “strategic alliance” with CGI Insurance Information Services, a division of CGI.

Beattie Affidavit, paras. 16-17

14. CGI has a business relationship with IBC that includes management of the Automotive Statistical Plan (“**ASP**”) information of IBC’s member insurance companies as well as the provision of various data services to IBC’s members. Such services include “Enhanced AutoPlus,” which, among other things, contains used vehicle claims histories provided by CarProof.

Beattie Affidavit, para. 18

III. IBC's Refusal to Deal with Auto Check™

15. On January 1, 2010 certain changes to the regulations under the Ontario *Motor Vehicle Dealers Act, 2002* came into force. These changes were widely discussed and anticipated by Ontario motor vehicle dealers and required, among other things, that motor vehicle dealers disclose to potential purchasers whether a used vehicle has ever suffered damage in which the total repair costs exceeded \$3,000.

Beattie Affidavit, para. 20

16. In early June 2009, in anticipation of these changes, UCDA contacted IBC and requested that IBC expand the scope of the information it provided to Auto Check™ to include dollar value claims information.

Beattie Affidavit, para. 21

17. Shortly after that communication, on June 11, 2009, Armie Francescut, CEO of i2iQ, wrote to Marti Pehar, IBC's Manager of Business Partnerships. Mr. Francescut referred to a June 10th telephone conversation with Ms. Pehar, and stated that "further to" that conversation, he "would like to confirm that UCDA can purchase and distribute vehicle history reports from CarProof to its members". Mr. Francescut also stated that "[f]ollowing our discussion, I once again confirmed this with Paul Antony, President of CarProof." Mr. Francescut further indicated that if UCDA was interested in pursuing an arrangement with CarProof, its representatives should contact Mr. Antony of CarProof or "contact me at the number below".

Beattie Affidavit, para. 22, Exhibit A

18. UCDA has no further knowledge of the contacts that took place between IBC, i2iQ and CarProof on this issue. However, there does not appear to be any legitimate reason why representatives of IBC, i2iQ and CarProof should have been discussing a confidential business request made by UCDA to IBC. Instead, these contacts suggest that CarProof,

i2iQ and IBC were concerned about competition to CarProof provided by Auto Check™, whose used vehicle accident history service is priced substantially below that of CarProof.

19. On June 16, 2009, a UCDA representative met with Ms. Pehar to discuss Auto Check™'s request for dollar value claims information. Although UCDA had indicated its willingness to compensate IBC for the provision of this additional information, on June 24, 2009 Ms. Pehar advised that IBC had refused UCDA's request. UCDA understands that IBC provided at that time, and presently continues to provide, similar information directly or indirectly to CarProof.

Beattie Affidavit, para. 25

20. On May 17, 2010, UCDA's Executive Director and its Legal Services Director met with IBC's Vice-President, Ontario as well as its Vice-President Operations and General Counsel, and renewed UCDA's request for dollar value claims information. IBC indicated that it would need to obtain authorization from its member insurers in order to provide this information to UCDA. On May 20, 2010, UCDA formally requested that IBC seek the requisite authorization from its member insurers to provide dollar value claims information to UCDA.

Beattie Affidavit, paras. 26-27

21. In a letter dated May 26, 2010, IBC informed UCDA that it would not seek the requested authorization from its insurer members. Instead, it indicated that UCDA should contact each insurer member of IBC in order to obtain individual consents (in contrast to UCDA's dealings with IBC on the Web Claims Search application, where no consent has ever been required). Moreover, without any prior warning, IBC stated that it was terminating UCDA's Associate Membership, which would end the 12-year relationship between the parties and Auto Check™'s ability to source claims data from the Web Claims Search application.

Beattie Affidavit, para. 28

22. After further discussions and emails, IBC reinstated UCDA's Associate Membership and its ability to use the Web Claims Search application until November 26, 2010. UCDA also began a process of contacting numerous insurers to obtain consent for IBC to provide ASP information to UCDA. Between July 2010 and May 2011 UCDA obtained consents from insurers and dealt with IBC on a variety of contractual, technical and logistical issues related to the ASP information. During this period UCDA's Associate Membership continued on a month-to-month basis as did its ability to use the Web Claims Search application.

Beattie Affidavit, paras. 29-34

23. On June 7, 2011, IBC's Director of Customer Service notified UCDA's Manager of Administrative Services that IBC would be terminating UCDA's use of the Web Claims Search application on June 10, 2011 (subsequently extended to June 17, 2011). He did not provide a reason for the termination or for the lack of a reasonable notice period.

Beattie Affidavit, para. 35

24. On June 17, 2011 at 5:00 p.m. IBC terminated supply of the Web Claims Search application to UCDA.

Beattie Affidavit, para. 37

25. Effective June 17, 2011 UCDA suspended its Auto Check™ service until further notice due to inability to obtain supply of sufficient data to provide used vehicle accident history searches.

Beattie Affidavit, para. 14

IV. The Tribunal Should Grant UCDA's Application for Interim Relief

(a) The Tribunal's Power to Issue Interim Orders

26. Section 104 of the *Act* empowers the Tribunal to issue an interim order under the following circumstances:

Interim order

104. (1) Where an application has been made for an order under this Part, other than an interim order under section 100 or 103.3, the Tribunal, on application by the Commissioner or a person who has made an application under section 75 or 77, may issue such interim order as it considers appropriate, having regard to the principles ordinarily considered by superior courts when granting interlocutory or injunctive relief.

Terms of interim order

(2) An interim order issued under subsection (1) shall be on such terms, and shall have effect for such period of time, as the Tribunal considers necessary and sufficient to meet the circumstances of the case.

27. Section 104(1) requires that the applicant for interim relief have filed an application with the Tribunal seeking relief under section 75 or 77 of the *Act*. UCDA has filed a section 75 application with the Tribunal.
28. Section 104(1) provides that the Tribunal may issue an interim order as it considers appropriate, “having regard to the principles ordinarily considered by superior courts when granting interlocutory or injunctive relief.” Prior decisions of the Tribunal have established that the test for issuing such an order is set out in the Supreme Court of Canada’s decision in *RJR-MacDonald Inc. v. Canada (Attorney General)*.

Nadeau Poultry Farm Limited v. Groupe Westco Inc. et al., 2008 Comp. Trib. 16, at para. 8 [hereinafter *Nadeau*]

Quinlan’s of Huntsville Inc. v. Fred Deeley Imports Ltd., 2004 Comp. Trib. 28, at para. 5 [hereinafter *Deeley*]

29. The *RJR-MacDonald* test comprises three elements: (i) that there be a serious issue to be tried; (ii) that not granting interim relief would cause irreparable harm to the applicant; and (iii) that the balance of convenience favours the applicant. As set out below, each of these requirements is clearly satisfied in the present case.

RJR-MacDonald Inc. v. Canada (Attorney General), [1994] 1 S.C.R. 311 [hereinafter *RJR-MacDonald*]

(b) There is a Serious Issue to Be Tried

30. As held by the Supreme Court in *RJR-MacDonald*, and cited with approval by the Tribunal in *Nadeau*, “there are no specific requirements which must be met to satisfy this test”. Notably, “[t]he threshold is a low one.” So long as the application is not “frivolous or vexatious”, the Tribunal “should proceed to consider the second and third tests, even if of the opinion that the [applicant] is unlikely to succeed at trial.” In *Deeley*, Simpson J. similarly explained that “the demonstration of a serious issue (in the sense that it is **not frivolous or vexatious**) is most consistent with the statutory scheme which sets a relatively low threshold for leave.”

RJR-MacDonald Inc. v. Canada (Attorney General), [1994] 1 S.C.R. 311, at 337-338 (emphasis added)

Nadeau Poultry Farm Limited v. Groupe Westco Inc. et al., 2008 Comp. Trib. 16, at para. 15

Quinlan’s of Huntsville Inc. v. Fred Deeley Imports Ltd., 2004 Comp. Trib. 28, at para. 24 (emphasis added)

31. The present case easily surpasses this “low” threshold. Far from being a “frivolous and vexatious” claim, UCDA is merely seeking reinstated supply of IBC’s Web Claims Search application — data that it has been receiving, without interruption, since 1998. As noted in UCDA’s Application for Leave under section 103.1, the accompanying proposed Notice of Application under sections 75 and 76, and the supporting Affidavit of Robert G. Beattie, all filed with the Tribunal on June 29, 2011:

- a. UCDA and its Auto Check™ business have been directly and substantially affected (indeed Auto Check™ has been shut down) as a result of the inability to obtain adequate supply of integrated industry-wide vehicle claims data (*i.e.*, IBC’s Web Claims Search application) anywhere in the market on usual trade terms;
- b. the inability to obtain supply occurred because there is insufficient competition to IBC in this market;
- c. UCDA is willing and able to meet IBC’s usual trade terms for supply of the Web Claims Search application, as it has since 1998;

- d. the data sourced through the Web Claims Search application is in ample supply; and
- e. the refusal to deal is adversely affecting competition in the downstream market for used vehicle accident history searches because Auto Check™, the low-priced competitor, has been eliminated and used vehicle dealers now only have the option of purchasing at much higher prices from CarProof or Carfax.

Beattie Affidavit, paras. 39, 42

- 32. UCDA therefore submits that this case presents a serious issue to be tried.

(c) In the Absence of an Interim Order, UCDA Will Suffer Irreparable Harm

- 33. The provision of used vehicle accident history searches based on data sourced from IBC's Web Claims Search application generates 100% of Auto Check™'s revenues and profits. IBC's refusal to continue supplying this data has resulted in the suspension of the Auto Check™ business, resulting in the elimination of 100% of its revenues and its contribution to UCDA's net income since June 17, 2011.

Beattie Affidavit, para.43

- 34. Auto Check™ accounted for more than 50% of UCDA's net income in 2010. Furthermore, as noted in Mr. Beattie's affidavit, the termination of the Auto Check™ business is likely to directly and substantially affect UCDA through damage to UCDA's credibility and reputational harm among both existing and prospective dealer members, and thus a likely reduction in future membership fees.

Beattie Affidavit, paras. 44-45, Appendix A

- 35. As described by the Supreme Court in *RJR-MacDonald*, irreparable harm is the sort of damage:

which either **cannot be quantified in monetary terms** or which **cannot be cured**, usually because one party **cannot collect damages from the other**. Examples of the former include instances where one party will be **put out of business** by the court's

decision [...]; [or] where one party will **suffer permanent market loss or irrevocable damage to its business reputation.**

RJR-MacDonald Inc. v. Canada (Attorney General), [1994] 1 S.C.R. 311, at 341 (emphasis added)

36. This creates a threshold whereby either one of (i) harm that cannot be quantified, or (ii) harm that cannot be cured, will constitute “irreparable harm”. While either type of harm is sufficient to meet the *RJR-MacDonald* test, notably **both of these types harm** exist in the present case.

UCDA Has Suffered Harm That Cannot Be Quantified

37. IBC’s refusal to continue supplying its Web Claims Search application has put Auto Check™ out of business. As noted in the passage from *RJR-MacDonald* cited above, and as the Tribunal held in *Nadeau*, irreparable harm will occur “where one party will be put out of business” if it does not obtain relief under section 104. That is precisely what has occurred in this case.

Nadeau Poultry Farm Limited v. Groupe Westco Inc. et al., 2008 Comp. Trib. 16, at para. 25

38. Furthermore, if supply of the Web Claims Search application is not promptly restored through an interim order, the suspension of the Auto Check™ business will cause “permanent market loss and irrevocable damage” to UCDA by depriving it of over 50% of its net income, and by damaging its “business reputation” among its members, and forcing them to source essential used vehicle accident history searches from Auto Check™’s two competitors at vastly higher prices. As the Tribunal held in the *Deeley* case, the loss of substantial sales and customer goodwill “constitutes irreparable harm”.

Quinlan’s of Huntsville Inc. v. Fred Deeley Imports Ltd., 2004 Comp. Trib. 28, at para. 26

Beattie Affidavit, paras. 44-45, Appendix A

UCDA Has Suffered Harm That Cannot Be Cured

39. Moreover, the impact of the suspension of the Auto Check™ business cannot be cured by damages because the volume of used vehicle accident history searches that would be ordered in the absence of the termination is impossible to predict, and the effects on new memberships and renewals by used car dealers cannot be quantified with precision.
40. Even if the harm to UCDA was quantifiable, there is no damages remedy available to UCDA under section 75 or other provisions of the *Act*, or at common law. As a result, the harm from IBC's refusal to supply is irreparable. Instead, Parliament has provided the Tribunal with the power to remedy such circumstances by making mandatory supply orders under section 75, as well as interim supply orders under section 104.

(d) The Balance of Convenience Favours the UCDA

41. As set out in *RJR-MacDonald*, and confirmed by the Tribunal in *Nadeau*, “[i]n the balance of convenience test, the Tribunal must determine which of the two parties will suffer the greater harm from the granting or refusal of an interlocutory injunction, pending a decision on the merits.”

Nadeau Poultry Farm Limited v. Groupe Westco Inc. et al., 2008 Comp. Trib. 16, at para. 44

RJR-MacDonald Inc. v. Canada (Attorney General), [1994] 1 S.C.R. 311, at 342

42. Applying this standard, it is clear that UCDA will suffer the greater harm should the Tribunal decline to issue an interim order. In the absence of such an order, UCDA's Auto Check™ business will remain shut down. For the reasons set out in paragraphs 33-40 above, the resulting harm to UCDA would be substantial and irreparable. In addition, UCDA's 4,500 member dealers will lose access to the lowest-priced (\$7.00) used vehicle accident history searches on the market, and will be forced to purchase such services from CarProof or Carfax at vastly higher prices.
43. As compared to the serious and irreparable harm that UCDA will suffer, the issuance of an interim order reinstating supply of IBC's Web Claims Search application would cause no harm to IBC whatsoever. Indeed, IBC would continue to receive UCDA's annual

membership fees and the \$1.00 per hit charge payable for output from the Web Claims Search application.

44. The Web Claims Search application is a service which UCDA has continually purchased since 1998. UCDA is willing to meet the usual trade terms for this service, as it has always done in the parties' long history of dealings. Moreover, given the reproducible nature of data, supplying Auto Check™ would not affect IBC's ability to use the data for other purposes, including supply to other parties. In *Deeley*, the Tribunal held that when a product is in ample supply, the balance of convenience favours the issuance of an interim order. That is the case here.

Quinlan's of Huntsville Inc. v. Fred Deeley Imports Ltd., 2004 Comp. Trib. 28, at para. 27

Beattie Affidavit, para. 39

(e) An Interim Order is Appropriate in This Case

45. The issuance of an interim order would be a just and appropriate use of the Tribunal's powers. As Simpson J. stated in the *Deeley* case, "in the context of an application under section 75, **a mandatory order is not an extraordinary remedy. Rather, it is what the section is all about** and it seems to me that, in this context, **orders which preserve or resume supply should not be viewed as exceptional.**"

Quinlan's of Huntsville Inc. v. Fred Deeley Imports Ltd., 2004 Comp. Trib. 28, at para. 24 (emphasis added)

46. This statement is particularly apt in the present case. UCDA is only seeking the reinstatement of a pre-existing supply relationship, at no incremental cost to IBC. Such a remedy is clearly far from "extraordinary" but rather, by allowing the Auto Check™ business to continue to operate pending the adjudication of the merits of the section 75 application, is "what the section is all about". Absent such an interim order, the low-price supplier of used vehicle accident history searches will be unable to compete in the market.

47. UCDA therefore respectfully requests that the Tribunal exercise its powers under section 104 of the *Act* to issue an order requiring IBC to resume supply of its Web Claims Search application to UCDA, as previously provided, pending resolution of UCDA's application to the Tribunal under section 75 of the *Act*.
48. In support of this application, UCDA relies on the Affidavit of Robert G. Beattie, sworn June 29, 2011, and such further or other material as counsel may advise and the Tribunal may permit.

V. Request For Expedited Hearing

49. This application for interim relief relies on the same evidence — the Beattie affidavit — as UCDA's application for leave under section 103.1 of the *Act* filed on June 29, 2011. Furthermore, UCDA's intention to seek interim relief under section 104 of the *Act* was clearly stated in paragraph two of its notice of application. In light of the fact that IBC has already had more than six weeks to consider the issues raised in the leave application and the facts set out in Mr. Beattie's affidavit, UCDA respectfully requests that the Tribunal establish a schedule for the hearing of this application for interim relief as expeditiously as possible.

All of which is respectfully submitted.

DATED at Toronto, this 10th day of August, 2011.

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