Disability insurance: Unfounded medical certificates do not help the insured's case

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In the recent decision in Hashem c. Canada Life Assurance Company,[1] rendered on January 12, Justice Karyne Beaudry of the Court of Québec reiterates the importance of doctors respecting their ethical obligations and preserving their professional independence when issuing a medical certificate in support of a disability insurance claim.

Context of the insurance claim

In this case, the plaintiff, Rayan Hashem ("Mr. Hashem"), representing himself, was claiming $67,133.28 in disability insurance benefits from the defendant, The Canada Life Assurance Company ("Canada Life"), under two credit insurance contracts issued for Royal Bank of Canada clients: one for a mortgage loan and the other for his line of credit. Mr. Hashem was also claiming $10,000 in moral damages due to Canada Life's refusal to pay the benefits he believed were owed to him.

On January 4, 2019, Mr. Hashem's treating physician, Dr. Samuel Issid, diagnosed his patient with an adjustment disorder with depressive mood following an episode of psychological harassment at work. He concluded that there was a total incapacity for work for an indefinite period of time. Mr. Hashem then submitted an initial claim for disability insurance benefits, which was accepted by Canada Life. Upon expiry of the 60-day waiting period stipulated in the insurance contracts, Canada Life paid him benefits.

As of June 2019, Mr. Hashem's health condition was improving. Dr. Issid believed that returning to his job as a sales representative at *Meubles Léon* was impossible, but that he could do another job. On July 29, 2019, Dr. Issid noted that Mr. Hashem could gradually return to work starting that day. In his medical note dated August 7, 2019, he indicated that Mr. Hashem's adjustment disorder was resolved.

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On August 6, 2019, Canada Life notified Mr. Hashem that the disability benefit payments would cease as of September 2019. From August 2019 to November 2019, Mr. Hashem performed paid transportation work for Uber.

On October 4, 2019, Mr. Hashem consulted Dr. Issid again because he felt he was experiencing a relapse of his adjustment disorder. Dr. Issid found that he was indeed affected by an adjustment disorder with depressive mood, but believed he could do something else elsewhere and requested an expert opinion from the CNESST. Dr. Issid did not prescribe medical leave, and Mr. Hashem continued to drive for Uber after this medical consultation. He stopped doing this job in November 2019, because “the job was not suitable for him” [translation], as he stated during the hearing.

It was not until January 22, 2020, that Mr. Hashem consulted Dr. Issid again, still for his adjustment disorder. On that date, Dr. Issid noted the following:

Not seen since October. Holds Uber taxi licence, studying to be a real estate broker. Lazy person, has not worked and wants two more weeks of pay at the expense of the CSST. Expert opinion already requested in October; I can’t help him and I don’t want to see him again for this case. [translation]

Beginning in March 2020, Dr. Issid suspended his medical practice until September 2020 due to the COVID-19 pandemic.

On April 8, 2020, Mr. Hashem consulted Dr. Yves I-Bing Cheng. The purpose of the consultation was to obtain “a medical document to reactivate his file and be able to claim insurance” [translation]. Dr. Cheng stated in his medical note that he could not sign such a document, as he had not been involved in Mr. Hashem’s case. He also noted that Mr. Hashem had seen Dr. Issid three times since August 2019 and that he could have spoken to him about it on those occasions.

On September 24, 2020, Mr. Hashem returned to see Dr. Issid, who, at his request, filled out the Canada Life Disability Benefit Claim Form. On it, Dr. Issid indicated that Mr. Hashem became disabled on December 14, 2018, and that his condition initially improved, only to deteriorate later due to COVID-19. Mr. Hashem submitted this form to Canada Life to support his new claim for disability benefits.

At the hearing, the Court gave little credence to this form completed by Dr. Issid: first, Justice Beaudry noted that Dr. Issid had found that Mr. Hashem’s disorder was resolved in August 2019, and secondly, she noted that Dr. Issid did not see Mr. Hashem again between February and September 2020. She was of the opinion that the diagnosis seemed to be based more on assumptions than on clinical observations. She found that the form was completed at Mr. Hashem’s insistence.

On February 10, 2021, Canada Life informed Mr. Hashem that it refused to pay further disability benefits because he did not meet the definition of total disability under the policies, in particular because he had not provided satisfactory evidence of his disability.

On March 26, 2021, Mr. Hashem submitted another claim for benefits, this time supported by medical forms completed by Dr. Yves I-Bing Cheng. In them, Dr. Cheng indicated that Mr. Hashem had been totally disabled since December 14, 2018, due to an adjustment disorder with anxious-depressive mood, and that no date for his return to work was planned. Dr. Cheng mentioned the following in his medical note on the same day: I filled out the insurance form with the patient, point by point, to make sure that everything complied with the patient’s wishes. [translation] This new claim was also rejected by Canada Life.

The Court found that the information recorded on the form completed by Dr. Cheng had little to no credibility.

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It is important to note that neither of Mr. Hashem's treating physicians testified at the hearing to contextualize or explain their diagnoses. No expert report was submitted for the plaintiff.

In its defense, Canada Life produced the expert opinion of a psychiatrist, Dr. Paul-André Lafleur, who testified at the hearing. Justice Beaudry notes that Dr. Lafleur had been practicing psychiatry for 40 years, that his testimony was clear, and that his findings were supported by facts that he himself observed during an interview conducted with Mr. Hashem, or that emerged from extracts of his medical records or from the CNESST. Dr. Lafleur concluded that Mr. Hashem's medical condition between August 2019 and December 2022 did not render him incapable of holding a sales representative position, although he acknowledged that he could not hold this position with his former employer.

Justice Beaudry found Mr. Hashem's testimony to be not very credible and noted that Mr. Hashem had a subjective perception of his inability to work. He refused to take any position other than the one he held at *Meubles Léon* before his claim to Canada Life.

Based on the evidence, Justice Beaudry found that Mr. Hashem had not demonstrated that he was entitled to disability insurance benefits as of October 4, 2019. Given his skills and abilities in the field of sales, he could hold a sales representative position elsewhere than with his former employer. Canada Life was therefore justified in rejecting his claims for disability benefits in September 2020 and March 2021.

Credibility of the insured's medical evidence

Although the doctors consulted in the context of the new benefit claims maintained the diagnosis of adjustment disorder as of October 4, 2019, the Court emphasizes that this diagnosis alone was not sufficient to establish the existence of a disability meeting the contract's criteria, especially since this diagnosis was supported by inconsistent and unreliable medical evidence.

The mere fact that a doctor has filled out a claim form does not automatically entitle the insured to compensation: the definition set out in the contract remains applicable and the criteria must be met.[2]

The ethical obligations of a doctor and the consequences of writing an unfounded medical certificate

In this case, the Court reminds doctors of the importance of supporting their medical certificates with objective clinical observations and avoiding simply endorsing the requests of their patients.

Medical certificates issued at the insistence of patients, or by giving in to their pressure, are considered false certificates.[3] The ethical obligations of doctors prohibit them from issuing such certificates and, more generally, from providing information they know to be inaccurate,[4] in particular in the aim of allowing a patient to obtain a benefit to which they are not entitled.[5]

Conclusion

Medical certificates must be founded exclusively on medical grounds arising from an actual assessment of the patient's condition.[6] They must not be founded on extraneous or irrelevant considerations.[7] In addition to damaging the credibility of the medical profession, issuing false certificates has significant repercussions in the workplace and generates considerable financial costs for employers, insurers, and the government.[8]

Key points to remember

1. In disability insurance matters, the terms and definitions of the insurance contract are paramount and are the main

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elements that must guide the interpretation and determination of the insured's disability status. Medical certificates and claim forms are only elements used in determining the insured's state of disability and are not proof of disability in and of themselves.
2. A medical diagnosis is not automatically a sign of disability. It is important for functional limitations to be identified.
3. Having a qualified expert who is able to comment on the insured's medical condition at the hearing can make a big difference in the outcome of litigation.

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1. *Hashem* c. *Canada Life Assurance Company*, 2026 QCCQ 41.
2. *G.G.* c. *SSQ, société d'assurance-vie*, 2017 QCCQ 9442, par. 19
3. COLLÈGE DES MÉDECINS DU QUÉBEC, ORDRE DES CONSEILLERS EN RESSOURCES HUMAINES AGRÉÉS, ORDRE DES INFIRMIÈRES ET INFIRMIERS DU QUÉBEC, *Certificats médicaux et travail*, (Medical Certificates and Work), June 2025, p. 14, online: https://cms.cmq.org/files/documents/Guides/gui-certificats-medicaux-travail.pdf
4. *Code of ethics of physicians* , CQLR, c. M-9, r. 17, s. 7 and 85.
5. *Ibid.* , s. 97-98.
6. *Médecins (Ordre professionnel des)* c. *Larouche*, 2018 CanLII 6869 (QC CDCM), para. 184.
7. *Médecins (Ordre professionnel des)* c. *Léonard*, 2025 QCCDMD 27 (CanLII), para. 169.
8. *Op. cit*. note 3.

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