



Citation: Kumar v. Primum Insurance Company, 2026 ONLAT 24-010648/AABS

Licence Appeal Tribunal File Number: 24-010648/AABS

In the matter of an application pursuant to subsection 280(2) of the *Insurance Act*, RSO 1990, c I.8, in relation to statutory accident benefits.

Between:

Ashok Kumar

Applicant

and

Primum Insurance Company

Respondent

DECISION

ADJUDICATOR:

Nadia Mauro

APPEARANCES:

For the Applicant:

Thomas Dugas, Counsel

For the Respondent:

Matthew Owen, Counsel

HEARD:

By way of written submissions

OVERVIEW

[1] Ashok Kumar, the applicant, sought benefits pursuant to the *Statutory Accident Benefits Schedule - Effective September 1, 2010 (including amendments effective June 1, 2016)* (the “*Schedule*”) as a result an accident on March 6, 2022, leading to the fatality of his son. The applicant was denied benefits by the respondent, Primmum Insurance, and applied to the Licence Appeal Tribunal - Automobile Accident Benefits Service (the “Tribunal”) for resolution of the dispute.

ISSUES

- [2] The issues in dispute are:
- i. Is the applicant entitled to \$16,250.00 for death benefits submitted March 6, 2023?
 - ii. Is the applicant entitled to \$2,028.46 for interpretation services submitted August 11, 2023?
 - iii. Is the respondent liable to pay an award under s. 10 of Reg. 664 because it unreasonably withheld or delayed payments to the applicant?
 - iv. Is the applicant entitled to interest on any overdue payment of benefits?

RESULT

[3] The applicant is not entitled to a death benefit, reimbursement for interpretation services, interest, or award.

ANALYSIS

Background

[4] On approximately March 6, 2022, the applicant’s son, Vinay, died in a motor vehicle accident. At the time of the accident Vinay was 21 years old.

Death Benefits

[5] Section 26(2) of the *Schedule* states that an insurer shall provide a death benefit payment of \$25,000.00 to the insured person’s spouse and \$10,000.00 to each of the insured person’s dependents in respect of an insured person who dies as a result of an accident.

- [6] Pursuant to s. 3(7)(b) of the *Schedule* “a person is a dependant of an individual if the person is principally dependent for financial support or care on the individual or the individual’s spouse.” The leading case on this point is *Miller v. Safeco Insurance Co. of America*, 1985 CanLII 2022 (ONCA), wherein the Ontario Court of Appeal identified four factors to be considered when determining dependency: the amount of the dependency, the duration of dependency; the financial and other needs of the alleged dependent; and the ability of the alleged dependent to be self-supporting.
- [7] While the issues before me are for a death benefit, interpretation services, and an award, the applicant’s case ultimately hinges on whether he is considered a dependent pursuant to s.3(7)(b) of the *Schedule*.

Was the applicant principally dependent financially?

- [8] In *Allstate Insurance Company of Canada v Intact Insurance Company*, 2016 ONSC 5443, the Divisional Court determined that the assessment of whether someone is “principally dependent for financial support” requires a broader consideration of the various factors upheld by the Court of Appeal in *Miller*. However, in *Economical Insurance Group v. Desjardins Insurance*, 2020 ONSC 1363, the Divisional Court held that the “big picture” approach applies to circumstances where there is insufficient evidence to apply a 50% + 1 analysis to the question of “principally dependent”. While acknowledging that a strict mathematical approach is seldom conclusive, the Court reasoned that if most of a person’s needs can be met from their own resources, then they are not principally dependent on the other person.
- [9] The applicant submits that from March 7, 2021 to March 6, 2022, deposits amounting to approximately 3.79 million Indian Rupees (INR) were made into the applicant’s account. The applicant submits that, of these deposits, a total of 247,000 INR originates from Vinay and represent approximately 7% of the total funds deposited. The applicant further submits that from April 30, 2020 to August 5, 2022, the applicant received additional payments from Vinay via Remytly, an online money transfer application. In support of these transactions, the applicant relied on bank account statements and screenshots of text messages from Remytly.
- [10] The respondent submits that the evidence falls short of meeting the burden of proof in establishing dependency. The respondent submits that there is a disconnect between the bank statements and the Remytly text messages, and the applicant has not demonstrated that the transfers were sent to or received by the applicant. Moreover, the respondent submits that there is no evidence regarding

the applicant's financial needs in India, or what a baseline statistic might look like in order to establish the value of his financial needs. The respondent relies on PricewaterhouseCoopers (PWC) Accounting Report, dated March 26, 2025, to support that there is incomplete financial information, making the applicant's sources of income and financial support indeterminable.

- [11] The applicant, in his reply submissions, argues that the evidence shows a consistent pattern of the applicant receiving money from Vinay, and the cross-continental financial transactions are not always aligned with the Canadian-style banking reconciliation. The applicant submits that, with respect to the 7% of the total funds deposited, even modest regular remittances can be decisive in establishing dependency where the recipient's independent means are limited. The applicant further submits that the implication of the report of PWC is that, with complete information, a finding of dependency could be supported.
- [12] While I accept that the applicant received money via bank transfers from Vinay, I conclude that it is not clear who received the text messages of the Remitly transfers. Although the applicant argues, in his reply submissions, that the cross-continental financial transactions are not always aligned with the Canadian-style banking reconciliation, it remains the case that the transfer sums identified in the text messages from Remitly do not align with the applicant's bank account statements.
- [13] Further, even if the Remitly transfers were received by the applicant, I find that the applicant has not established how he is unable meet his needs from his own resources, with only 7% of the total funds deposited between March 7, 2021 to March 6, 2022, allegedly coming from Vinay. The applicant does not make submissions or provide evidence that speak to his employment status, daily expenses, or how much of the money transfers applied to supporting his needs, to establish that he was "principally dependent" on Vinay.
- [14] The only evidence that the applicant has provided that speaks to his financial picture, and by his own submission, indicates that approximately 7% of the total funds deposited into his account were from his son. As such, even on a broad consideration of the facts, I find that the applicant has not demonstrated that he was "principally dependent" financially on Vinay.

Was the applicant principally dependent for care?

- [15] The applicant submits that he had a very close relationship with his son, they used to have conversations on the phone and would chat via text and videocalls. The applicant submits that it is the eldest sons' duty to take over his role of

providing for the family. The applicant submits that the accident has had profound psychological impact on his daily activities.

- [16] While I am sympathetic to the tragic passing of the applicant's son, submissions are not evidence. Although the applicant, in his reply submissions, indicates that he has produced photographs and messages establishing a close relationship with his son, it is not clear who is in the photos, when the photos were taken, or how they satisfy the legal test of dependency. Moreover, I find that the messages evidenced by the applicant are for financial transactions with Remitly and, as such, do not establish or support that the applicant was principally dependent on Vinay for care. I agree with the respondent in that the applicant does not direct me to any evidence that he was principally dependent on his son for physical or emotional care as contemplated by the *Schedule*.
- [17] Based on the evidence before me, I cannot find that the applicant was principally dependent on the insured for financial support or care in accordance with s.3(7)(b). As such, I find that the applicant is not entitled to a death benefit.

The Interpretation Services

- [18] As I have found that the applicant is not a dependent pursuant to s. 3(7)(b) of the Schedule, the applicant is not entitled to reimbursement for interpretation services.

Interest

- [19] As there are not outstanding benefits, the applicant is not entitled to interest pursuant to s. 51 of the *Schedule*.

Award

- [20] The applicant sought an award under s. 10 of Reg. 664. Under s. 10, the Tribunal may grant an award of up to 50 per cent of the total benefits payable if it finds that an insurer unreasonably withheld or delayed the payment of benefits.
- [21] As there are no benefits owing, the applicant is not entitled to an award.

ORDER

- [22] I find that:
- i. The applicant is not entitled to a death benefit;
 - ii. The applicant is not entitled to \$2,028.46 for interpretation services;

- iii. The applicant is not entitled to interest pursuant to s. 51 of the Schedule;
- iv. The respondent is not liable to pay an award; and
- v. The application is dismissed.

Released: March 13, 2026



Nadia Mauro
Adjudicator