

**CITATION:** Hamad v. Security National Insurance Company, 2026 ONSC 1983  
**DIVISIONAL COURT FILE NO.:** DC-25-00000366-0000  
DC-25-00000367-0000  
**DATE:** 20260402

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**DIVISIONAL COURT**  
**Leitch, Sachs and Brownstone, JJ**

**BETWEEN:** )  
 )  
LAYLA ABDEL HAMAD ) Mohamed Elbassiouni, Counsel for the  
 ) Appellants  
Appellant )  
 )  
– and – )  
 )  
SECURITY NATIONAL INSURANCE ) Matthew Samuels, Counsel for the  
COMPANY & LICENCE APPEAL ) Respondent, Security National Insurance  
TRIBUNAL ) Company  
 )  
Respondents ) Douglas Lee, Counsel for the Respondent,  
 ) Licence Appeal Tribunal  
 )  
 ) **HEARD at Toronto: February 19, 2026**

**REASONS FOR JUDGMENT**

**Leitch J.**

[1] The Appellant appeals and brings an application for judicial review of the January 16, 2025 decision of the Licence Appeal Tribunal (the “LAT”) at a preliminary issues hearing (“the Decision”). Reconsideration was denied on April 10, 2025 on the basis that the criteria for granting reconsideration prescribed in R.18.2 of the *Licence Appeal Tribunal Rules* were not met (“the Reconsideration Decision”).

[2] The LAT determined that the Appellant was not an “insured person” as defined in s. 3(1) of the *Statutory Accident Benefits Schedule – Effective September 1, 2010*, O. Reg. 34/10 (“SABS”) and the Appellant was denied entitlement to statutory accident benefits from the Respondent, Security National Insurance Company (“SNIC”).

[3] The Appellant seeks to quash the Decision and Reconsideration Decision, and further seeks a declaration that she meets the definition of an “insured person”. Alternatively, the appellant seeks an order of mandamus that the matter be remitted to the LAT and re-heard by a Vice-Chair, with *viva voce* evidence.

[4] The LAT took no position with respect to the orders sought, but if the appeal is allowed, the LAT requests the application be remitted to the LAT for a new hearing.

### **Background**

[5] The Appellant’s son was involved in a vehicular accident on August 2, 2021. He did not have car insurance. The Appellant and her son sought benefits under a policy maintained by Sireen Rahhal, the spouse of the Appellant’s brother (the “named insured”).

[6] Section 3(1)(a) of the SABS defines an “insured person”, in respect of a particular motor vehicle liability policy, as the named insured, any person specified in the policy as a driver of the insured automobile and, if the named insured is an individual, the spouse of the named insured and a dependant of the named insured or of his or her spouse.

[7] The Appellant and her son did not reside with the named insured, and they were not specified drivers on the policy. To establish entitlement to the statutory accident benefits under the policy, the appellant was required to establish dependency on the named insured or the spouse of the named insured, the Appellant’s brother.

### **Jurisdiction and standard of review**

[8] Pursuant to ss. 11(1) and (6) of the *Licence Appeal Tribunal Act, 1999*, S.O. 1999, c. 12, Sched. G, an appeal from a decision of the LAT relating to a matter under the *Insurance Act* R.S.O. 1990,c.I.8 may be made only on a question of law.

[9] For questions of law subject to the statutory right of appeal, appellate standards of review apply. The standard of review on questions of law is correctness: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, at para. 37.

[10] In relation to her application for judicial review, the Appellant references *Vavilov* noting the deferential reasonableness standard of review and the guidance of the Supreme Court of Canada at paras. 10-13 that the court conducting a reasonableness review must focus on the decision the administrative decision maker made, including the justification offered for it, and not on the conclusion the court itself would have reached in the administrative decision maker’s place.

### **Analysis**

#### **(i) Did the LAT commit a material breach of procedural fairness by denying the Appellant an oral hearing?**

[11] The issue of whether the Appellant was an “insured person” was determined at a preliminary issue hearing conducted pursuant to written submissions.

[12] The Appellant’s position is that the LAT committed a material breach of procedural fairness by denying her an oral hearing in relation to the dependency issue which was essential to the determination of her status as an “insured person” .

[13] As SNIC notes, the parties agreed that no affidavits would be submitted for the hearing. Key evidence at the hearing were transcripts from the Examinations Under Oath conducted in relation to a priorities dispute regarding insurance coverage for the Appellant’s son. The Appellant, the named insured and the spouse of the named insured were examined. The Appellant sought to admit that evidence for consideration on the dependency issue. SNIC’s motion to strike that evidence as improper sur-reply was dismissed. In addition, SNIC argued against admitting that evidence based on the deemed undertaking rule, late service of the transcripts and the prejudice arising from its inability to examine the Appellant, the named insured, and the spouse of the named insured on their testimony. These arguments were not successful, and the LAT admitted the transcripts from the Examinations Under Oath and evaluated that evidence. That procedure benefitted the Appellant.

[14] The LAT is entitled to control its own process in accordance with the *Statutory Powers Procedure Act*, R.S.O. 1990, c.S.22. The *Licence Appeal Tribunal Rules*, which are to be liberally interpreted as described in R. 3.1, provide for hearings in writing. I cannot find that the procedural decision to address the preliminary issue in writing was unfair. As the LAT outlined in its factum at para. 53, “as the LAT has experience and expertise in controlling its process, it is entitled to deference on its procedural choices that fall within the bounds of fairness”.

**(ii) Did the LAT make an error of law?**

[15] The reasons of the LAT reflect that the parties had agreed on the factors relevant to an assessment of dependency as set out in *Miller v. Safeco Insurance Co. of America*, CanLII 2019 (ONSC); aff’d 1985 CanLII 2022 (ONCA) and *State Farm v. Bunyan*, 2013 ONSC 6670. As set in the Decision, the reasoning in *Allstate Insurance v. ING Insurance et al.*, 2025 ONSC 4020 was also applicable. It was noted in para. 13 that “in *Allstate*, the Court clarified that not only must a dependent be unable to provide for more than 50% of their own needs, but another person must provide more for the dependent than the dependent provides for themselves.”

[16] The findings of the LAT on the issue of dependency were set out in paras. 41-43 as follows:

[41] I accept that the applicant, the named insured, and her spouse, who is the applicant’s brother, are close with each other, and as extended family they support one another. The applicant helps to look after the three children of the named insured while the named insured works, the named insured and her spouse help the applicant financially with her lease and incidentals for her children, and the spouse of the named insured provides male guidance for the applicant’s children in the absence of their father. I find, however, that this does not equate to the applicant’s principal dependence on the named insured or her spouse when considering a “big picture” approach.

[42] I have also assessed the applicant's dependence using a mathematical approach based on her banking records. I agree that according to the applicant's bank records, she received an average of \$4,153.43 per month from government assistance, and her average monthly expenses were approximately \$5,475.31 in the 12-month period leading up to the accident. These amounts are consistent with the applicant's EUO testimony.

[43] If I accept the applicant's submission that her lease payments were not reflected in her bank records, her average monthly expenses increase to \$8,025.31. Again though, this is not consistent with her EUO testimony that her average monthly expenses were \$5,500.00. According to the EUO testimony of the named insured and her spouse, they provided the applicant with \$1,500.00 to \$2,000.00 in addition to a few hundred dollars for groceries and incidentals for the children each month. Either way, I find that the applicant's monthly government financial assistance surpasses the 50%+1 threshold related to her expenses, and that most of the applicant's financial needs are not being met by the named insured or her spouse. As a result, I find that the applicant was not principally dependent on the named insured or her spouse for financial support or care.

[17] The Appellant submits that the LAT erred in law with its analysis of *Miller* and *Allstate*, arguing that the LAT considered a "narrow analysis" of the "limited documentary financial evidence from the Appellant, the named insured, and her spouse", but failed to consider the personal history of the alleged dependant.

[18] The Appellant submits the Tribunal's approach did not encompass a broader and more nuanced understanding of the dependency relationship, specifically in a situation where financial support may not be formalized through receipts or bank statements. Further, that the LAT did not fully consider the testimony on her Examination Under Oath, which the Appellant asserts is evidence that she was principally financially dependent on the named insured

[19] She also submits that LAT erred in applying a strict application of the 50% +1 approach in finding her monthly government financial assistance surpasses the threshold related to her expenses instead of applying the "big picture approach."


[20] In addition, the Appellant submits that the reasons of the LAT were insufficient, particularly in these circumstances where the decision profoundly affects her rights.

[21] I am unable to accept the Appellant's submissions. Specifically, I cannot conclude that the LAT's Decision was incorrect and inadequately explained. The LAT considered all the evidence put before it and evaluated the Appellant's dependency on the named insured and her spouse considering the appropriate legal principles. Contrary to the Appellant's argument, the LAT did consider the "big picture" of the relationship between the Appellant, the named insured and her spouse in para. 41 of its reasons and found that the evidence as to the nature of those relationships did not establish the Appellant's dependency. With respect to the mathematical approach, the Appellant did not establish how the LAT's consideration of this issue was legally wrong or

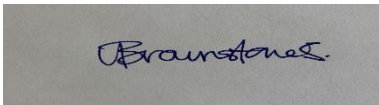
unreasonable. The Reconsideration Decision was correct in the conclusion that the high bar for granting reconsideration was not met.

[22] I agree with SNIC that the Appellant seeks to re-litigate the underlying decision and issues that were previously heard and adjudicated.

[23] For these reasons, the appeal and application for judicial review are dismissed with costs of \$2500 payable to SNIC, the successful party, pursuant to the agreement of counsel.

  
\_\_\_\_\_  
Leitch, J.

I agree \_\_\_\_\_  
Sachs, J.

I agree \_\_\_\_\_  
  
Brownstone, J

**Released:** April 2, 2026

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Appellant

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SECURITY NATIONAL INSURANCE  
COMPANY & LICENCE APPEAL TRIBUNAL

Respondents

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**REASONS FOR JUDGMENT**

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**LEITCH, J.**

**Released: April 2, 2026**