



Family Law

CALL US - BEFORE
YOUR EX DOES!



Roxanne Shank
LAWYER

Q

My ex has agreed to name me as a beneficiary under his life insurance policy. Now my girlfriend says he can change that without me knowing; is this true?

A

The answer is, yes he can, however there are steps you can take to prevent this from happening.

You will be interested to know that in February 2018, the Supreme Court of Canada reviewed a case on life insurance beneficiaries. Lawrence Moore was married for 20 years to his wife, Michelle. In 1999 when they separated, they agreed that Michelle would continue to be the beneficiary under Lawrence's life insurance policy, and Michelle would pay all subsequent policy premiums.

Fast forward to Lawrence's death in 2013. At that time Michelle learned that notwithstanding the deal, Lawrence had subsequently made an irrevocable designation in favour of his common-law spouse Risa Sweet.

Michelle and Risa spent five years in court, and the Supreme Court decided in favour of Michelle. While Risa had a legal justification to receive the policy proceeds

as she was the beneficiary, the majority agreed with Michelle that if Risa were to receive the policy proceeds she would be unjustly enriched at Michelle's expense. Michelle had held up her end of the deal by paying the policy premiums.

A step you can take to ensure that your spouse holds up his end of the deal, include wording in your Separation Agreement or Court Order which provides that should the life insurance not be in place at death, it becomes a first charge against his estate, and that each year you can ask for a copy of the policy to check that all is in place as agreed.

Your friends at Shank Law.



Phone: 705-435-5055
Email: lynn@shanklawoffice.com
Web: shanklawoffice.com