

Riddle v. ivari: SCC rules on the annulment of a declaration of death in life insurance claims

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On April 10, 2026, the Supreme Court of Canada (SCC) clarified procedural rules and provided guidance on the evidentiary burden for seeking the annulment of a declaratory judgment of death. The Court confirmed that the declaratory judgment of death, also called a declaration of death, is a fiction that has to yield to evidence of the return of a person, and explained what this return meant within the meaning of the Civil Code of Québec (CCQ). The Court also confirmed the rules pertaining to service to declared deceased individuals of proceedings for annulment of their own declaratory judgment of death.

Context

One day, Ms. Riddle's husband told her that he was leaving on a business trip to Toronto – and he never returned. Evidence later revealed that Ms. Riddle's husband had left the country to ultimately flee to Iran. Eight years after this date, as provided by the CCQ, Ms. Riddle requested a declaratory judgment of death to the Superior Court, and although ivari opposed in its capacity of life insurer of Ms. Riddle's husband, the Court issued such declaratory judgment of death.

ivari therefore filed its own originating application in annulment of the declaratory judgment of death; ivari did not serve its proceedings to Ms. Riddle's husband, presumably deceased.

The trial judge and the Court of Appeal both concluded that ivari had met the burden of proof of establishing the return of Ms. Riddle's husband.

Ruling

While considering that the failure to serve the proceedings upon Ms. Riddle's husband constitutes a breach of the guiding principles of Canadian law, which should not be trivialized, the Court unanimously found that the failure to serve in this case did not compromise the integrity of the judicial process, nor create prejudice that would warrant for the nullity of the decisions.

The Court confirmed that the underlying principles to the notion of service are associated with universal fairness and the rights of being heard, both of which cannot be disregarded by applying the principle of proportionality (Article 18 C.C.P.). Ultimately, the Court explained that the breach of the obligation to serve will be sanctioned in relation to the context of the breach, and of the consequence of the failure for the parties as well as the judicial process itself. In most cases, the breach of service will undermine the integrity of the judicial system, but not in this case, given the absence of prejudice of the presumably deceased.

Invited by Ms. Riddle to pronounce that the person seeking the annulment of the declaratory judgment of death needs to provide certain and unquestionable proof that the person presumed death is currently alive, the Court rather confirmed that unless another burden of proof is indicated by the Québec legislator (in the Code or Statutes), the applicable burden of proof to civil proceedings remains the balance of probabilities. Qualifying the return as “a person’s active and physical reappearance in a particular place,” the Court found that the trial judge had correctly considered the evidence that Ms. Riddle’s husband was alive after the pronouncing of the declaratory judgment of death.

Takeaway

Riddle v. ivari serves as a good reminder to Québec practitioners regarding the rules of service of proceedings. The ruling also clarifies the concept of return under the CCQ, and the evidentiary burden to establish this return in the context of proceedings in annulment of a declaratory judgment of death.

By

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