

2026 01G 3018 CP  
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
GENERAL DIVISION

**BETWEEN:**

**ELIZABETH BOGGAN**

**FIRST PLAINTIFF**

**AND:**

**SHARON HYNES**

**SECOND PLAINTIFF**

**AND:**

**THE CANADA LIFE ASSURANCE COMPANY  
LA COMPAGNIE D'ASSURANCE DU  
CANADA SUR LA VIE**

**DEFENDANT**

*BROUGHT UNDER THE CLASS ACTIONS ACT*

**STATEMENT OF CLAIM**

**THE PARTIES**

1. The Plaintiffs, Elizabeth Boggan and Sharon Hynes, are residents of the Province of Newfoundland and Labrador. Their address for service is care of Bob Buckingham Law, 81 Bond Street, St. John's, NL A1C 1T2. They bring this action on their own behalf and on behalf of a proposed class of similarly situated persons.
2. The Defendant, The Canada Life Assurance Company/La Compagnie D'Assurance due Canada sur la Via (hereinafter "Canada Life") is a federally incorporated insurance company pursuant to the *Insurance Companies Act*, S.C. 1991, c. 47, and at all material times carried on business throughout Canada, including in the Provinces of Newfoundland and Labrador, British Columbia, Manitoba and Saskatchewan. In the course of its business, the Defendant collected, used, stored, and controlled sensitive personal and financial information of the Plaintiffs and Class Members, including information provided in connection with insurance and group benefits coverage.

**THE CLASS**

3. The Plaintiffs bring this action under the *Class Actions Act* SNL 2001 c. C-18.1 on their own behalf and on behalf of:

All persons resident in Newfoundland and Labrador, British Columbia, Manitoba and Saskatchewan, whose personal information, including but not limited to identifying, financial, or insurance-related information, was accessed or acquired as a result of the cyber security incident involving an employee account of the Defendant, Canada Life, discovered in or about April 2026, excluding the Defendant and its officers, directors, and employees.

## **MATERIAL FACTS**

4. At all material times, the Defendant, Canada Life, carried on business throughout Canada, including in the Provinces of Newfoundland and Labrador, British Columbia, Manitoba, and Saskatchewan, and provided insurance and group benefits services to individuals and employers. In the course of its business, the Defendant collected, used, stored, and maintained large volumes of personal, financial, and insurance-related information belonging to its policyholders, plan members, and their dependents (the “Class Members”).
5. The personal information collected and maintained by the Defendant included, among other things, names, mailing addresses, dates of birth, gender, earnings information, and insurance plan details, including policy numbers, employee identification numbers, benefit class, effective dates of coverage, and information regarding dependents. This information was highly sensitive, confidential, and inherently vulnerable to misuse if accessed by unauthorized parties.
6. The Defendant knew or ought to have known that the personal information in its custody and control was sensitive and of significant value, and that it was a foreseeable target for unauthorized access, cyberattack, and exfiltration. The Defendant further knew or ought to have known that a failure to implement and maintain reasonable safeguards would expose Class Members to a real risk of harm, including identity theft, fraud, and misuse of their personal information.
7. Notwithstanding the foregoing, the Defendant failed to implement, maintain, and enforce adequate administrative, technical, and physical safeguards to protect the personal information of Class Members. In particular, the Defendant failed to take reasonable steps to secure employee access points, to properly monitor and detect unauthorized access, and to prevent the unauthorized use or compromise of credentials capable of accessing sensitive personal information.
8. On or about April 2026, the Defendant identified a cyber security incident in which an unauthorized third party gained access to certain personal information through an

employee account. The unauthorized access is understood to have occurred on or about April 2, 2026.

9. The Defendant has acknowledged that an unauthorized third party gained access to the impacted employee account and accessed personal information of Class Members. The scope, duration, and full particulars of the unauthorized access remain within the knowledge of the Defendant.
10. The circumstances of the breach, including the use of an employee account to access sensitive personal information, reflect deficiencies in the Defendant's data governance, access controls, monitoring systems, and overall cybersecurity practices.
11. The Defendant's failure to implement and maintain adequate safeguards, in the face of known and foreseeable risks of unauthorized access to sensitive personal information, constituted a marked departure from reasonable standards expected of an entity entrusted with such information.
12. At all material times, the Defendant collected, used, and stored the personal information of Class Members who are resident in provinces that provide a statutory cause of action for violation of privacy, including Newfoundland and Labrador, British Columbia, Manitoba, and Saskatchewan.
13. As a result of the breach, Class Members have been exposed to a heightened and ongoing risk of identity theft, fraud, and misuse of their personal information. The nature and sensitivity of the information accessed materially increase the risk of such harms.
14. In response to the breach, the Defendant offered affected individuals a limited period of credit monitoring and identity protection services through a third-party provider. The provision of such services reflects the seriousness of the incident and the risks posed to Class Members.
15. The Defendant has not disclosed the full particulars of the breach, including the specific categories of information accessed in respect of each Class Member, the duration of the unauthorized access, or the full extent of the unauthorized third party's activities.
16. At all material times, the Defendant owed a duty to Class Members to take reasonable steps to safeguard their personal information. The Defendant's failure to do so, in the face of known risks, resulted in the unauthorized access to and exposure of Class Members' personal information.

## **THE PROPOSED REPRESENTATIVE PLAINTIFFS**

17. Both the First and Second Plaintiffs were insured by the Defendant through their employment with the Province of Newfoundland and Labrador.
18. The First Plaintiff retired in 2017 from her position with the Province of Newfoundland and Labrador and she no longer receives insurance benefits from the Defendant. Nonetheless, she received notice on April 22<sup>nd</sup>, 2026 that her information was accessed in this breach.
19. The Second Plaintiff retired in 2019 from her position with the Province of Newfoundland and Labrador but remains insured by the Defendant under the same policy. She received notice on April 22<sup>nd</sup>, 2026 that her information was accessed in this breach.
20. The letter received by both Plaintiffs stated as follows:

Dear [Plaintiff's name]:

We're writing to let you know of an incident involving your personal information.

### **What happened**

Canada Life recently identified a cyber incident in which an unauthorized third party gained access to and took certain data through an employee account.

As soon as we became aware of this incident, we immediately activated our security incident protocols to contain, investigate, and remediate the issue with the assistance of leading external cybersecurity experts. The investigation determined that the unauthorized third party gained access to the impacted employee account on April 2, 2026. The incident has been contained, and regular operations and services continue.

### **What personal information was affected**

The affected personal information accessed through the employee account may have included your name, mailing address, gender, earnings, date of birth, and insurance plan details (i.e., policy number, employee ID, effective date of policy, terminated date, benefit class, and whether there are dependents on your plan).

### **What we're doing**

We take the protection of privacy very seriously and we are working with leading external cybersecurity experts to support the investigation and strengthen safeguards to help prevent a similar incident in the future. We have reported the incident to Canadian privacy and other regulatory authorities.

While we have no evidence of actual harm resulting from this incident, to further support the protection of your personal information, we've arranged for TransUnion to provide you with a 24-month subscription to myTrueIdentity®, a credit monitoring service, at no cost to you. Please refer to the attachments included with this notice for additional information about TransUnion myTrueIdentity, including details about how to activate your subscription.

Please see the attached Additional Guidance as well as [canadialife.com/internet-security](http://canadialife.com/internet-security) for steps you can take to protect your personal information.

We have a specialized team trained to answer your questions. Please call 1-833-811-1062 to speak with an agent.

At Canada Life, the security and privacy of your data is very important to us. We regret any concern or inconvenience this incident may cause.

Sincerely,

Shawnee Guarino  
Vice-President, Member Services

## CAUSES OF ACTION

### a. Statutory Breach of Privacy

21. Pursuant to section 3 the *Privacy Act*, RSNL 1990, c P-22:

#### Violation of privacy

3. (1) It is a tort, actionable without proof of damage, for a person, wilfully and without a claim of right, to violate the privacy of an individual.

(2) The nature and degree of privacy to which an individual is entitled in a situation or in relation to a matter is that which is reasonable in the circumstances, regard being given to the lawful interests of others; and in determining whether the act or conduct of a person constitutes a violation of the privacy of an

individual, regard shall be given to the nature, incidence, and occasion of the act or conduct and to the relationship, whether domestic or other, between the parties.

22. Pursuant to section 1 of the *Privacy Act*, RSBC 1996, c 373:

**Violation of privacy actionable**

1. (1) It is a tort, actionable without proof of damage, for a person, wilfully and without a claim of right, to violate the privacy of another.

(2) The nature and degree of privacy to which a person is entitled in a situation or in relation to a matter is that which is reasonable in the circumstances, giving due regard to the lawful interests of others.

(3) In determining whether the act or conduct of a person is a violation of another's privacy, regard must be given to the nature, incidence and occasion of the act or conduct and to any domestic or other relationship between the parties.

(4) Without limiting subsections (1) to (3), privacy may be violated by eavesdropping or surveillance, whether or not accomplished by trespass.

23. Pursuant to section 2 of the *Privacy Act*, RSS 1978, c P-24:

**Violation of privacy**

(2) It is a tort, actionable without proof of damage, for a person wilfully and without claim of right, to violate the privacy of another person.

24. Pursuant to section 2 of the *Privacy Act*, CCSM c P125:

**Violation of privacy**

2(1) A person who substantially, unreasonably, and without claim of right, violates the privacy of another person, commits a tort against that other person.

**Action without proof of damage**

2(2) An action for violation of privacy may be brought without proof of damage.

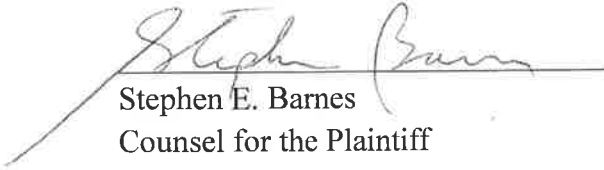
25. The Plaintiffs and proposed class members, had a reasonable expectation of privacy over their personal information which was held by the Defendants and taken by third parties on April 2<sup>nd</sup>, 2026.
26. The acts and omissions of the Defendant, including its reckless failure to safeguard the personal information accessed by unauthorized third parties, amount to a wilful violation of the Plaintiffs' and Class Members' privacy.
27. The Plaintiffs state that the concept of the right to privacy includes an individual's right to control the use of their personal information, and the degree to which it is disclosed and to whom it is disclosed. The disclosure of personal information to some persons does not, by law, mean there is no remaining privacy interest in controlling who else has access to the information.
28. The Plaintiffs plead and rely upon *G.D. v. South Coast British Columbia Transportation Authority*, 2024 BCCA 252 (leave to appeal to the Supreme Court of Canada dismissed) which states that a data custodian who fails to adequately safeguard personal information in a data breach can be liable for a statutory tort of breach of privacy, which exists in Newfoundland and Labrador, Manitoba, Saskatchewan, and British Columbia.

## RELIEF SOUGHT

29. The Plaintiffs repeat the foregoing paragraphs and state that as a result of the Defendants' statutory breaches of privacy described above, the Plaintiffs and class members suffered damages for which they are entitled compensation.
30. The Plaintiffs therefore seek the following relief on their own behalf and on behalf of the Classes, all to be assessed and quantified based upon evidence at trial:
  - a. damages for breach of privacy;
  - b. an order for an aggregate money award pursuant to s. 29 of the *Class Actions Act*;
  - c. aggravated, punitive and/or exemplary damages;
  - d. special damages, to be determined;
  - e. costs of providing appropriate notice to Class members and administering this proposed class action for their benefit;
  - f. costs, including fees of expert witnesses in attending at discovery and/or trial, and HST on the same;
  - g. interest pursuant to the *Judgement Interest Act*, RSN 1990, c J-2; and
  - h. such further and other relief as this Honourable Court deems just, equitable and appropriate in all of the circumstances

31. The Plaintiffs proposes that this proceeding be tried at the Judicial Centre of St. John's, Newfoundland and Labrador.

DATED AT St. John's, in the Province of Newfoundland and Labrador, this 1 day of May, 2026.

  
Stephen E. Barnes  
Counsel for the Plaintiff  
Bob Buckingham Law  
81 Bond Street  
St. John's, NL A1C 1T2  
bob@buckinghamlaw.ca

TO: The Canada Life Assurance Company  
Stewart McKelvey  
100 New Gower Street  
Suite 1100, Cabot Place  
P.O. Box 5038  
St. John's NL A1C 5V3

ISSUED AT St. John's, in the Province of Newfoundland and Labrador, this 1<sup>st</sup> day of May, 2026.

  
Court Officer/Officer de Cour

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**NOTICE TO DEFENDANT**

You are hereby notified that the plaintiff may enter judgment in accordance with the statement of claim or such order as, according to the practice of the Court, the plaintiff is entitled to, without any further notice to you unless within 10 days, after service hereof upon you, you cause to be filed in the Registry of the Supreme Court of Newfoundland and Labrador at 309 Duckworth Street, St. John's, Newfoundland and Labrador, a defence and unless within the same time a copy of your defence is served upon the plaintiff or the plaintiff's solicitors' stated address for service.

Provided that if the claim is for a debt or other liquidated demand and you pay the amount claimed in the statement of claim and the sum of \$\_\_\_\_\_ (such sum as may be allowed on taxation) for costs to the plaintiff or the plaintiff's solicitors within ten days from the service of this notice upon you, then this proceeding will be stayed.

**TO:** The Canada Life Assurance Company  
Stewart McKelvey  
100 New Gower Street  
Suite 1100, Cabot Place  
P.O. Box 5038  
St. John's NL A1C 5V3

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AFFIDAVIT OF SERVICE

I, \_\_\_\_\_ of \_\_\_\_\_, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. On \_\_\_\_\_ at \_\_\_\_\_ A.M/P.M., I served \_\_\_\_\_ with the Statement of Claim by leaving a copy with \_\_\_\_\_ at \_\_\_\_\_

2. I was able to identify the person by means of \_\_\_\_\_

SWORN TO at the City of St. John's, in the Province of Newfoundland and Labrador, this \_\_\_\_ day of \_\_\_\_\_, 2026, in the presence of:

\_\_\_\_\_