

Docket: 2019-1171(IT)I

BETWEEN:

ERIK ANDERSEN,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

Appeal heard on common evidence with the appeal of
Catherine Andersen – 2019-1172(IT)I on March 3, 2020,
at Vancouver, British Columbia

Before: The Honourable Justice David E. Spiro

Appearances:

For the Appellant: The Appellant himself
Counsel for the Respondent: Mark Shearer

JUDGMENT

The appeal from the reassessment dated October 29, 2018 made under the *Income Tax Act* for the 2017 taxation year is allowed, without costs, and the reassessment is vacated in accordance with the attached reasons for judgment.

Signed at Ottawa, Canada, this 14th day of July 2020.

“David E. Spiro”

Spiro J.

Docket: 2019-1172(IT)I

BETWEEN:

CATHERINE ANDERSEN,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

Appeal heard on common evidence with the appeal of
Erik Andersen – 2019-1171(IT)I on March 3, 2020, at Vancouver, British
Columbia

Before: The Honourable Justice David E. Spiro

Appearances:

Agent for the Appellant: Erik Andersen
Counsel for the Respondent: Mark Shearer

JUDGMENT

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Signed at Ottawa, Canada, this 14th day of July 2020.

“David E. Spiro”

Spiro J.

Citation No.: 2020 TCC 51

Date: 20200716

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Docket: 2019-1172(IT)I

AND BETWEEN:

CATHERINE ANDERSEN,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

AMENDED REASONS FOR JUDGMENT

Spiro J.

[1] The Appellants have appealed reassessments of tax by the Minister of National Revenue (the “Minister”) in respect of life insurance policies they terminated in 2017. The Minister says that the Appellants failed to include income they were required to include as a result of those terminations pursuant to paragraph 56(1)(j) and subsection 148(1) of the *Income Tax Act* (the “Act”).

[2] The appeals were heard on common evidence. Mr. Andersen was the only witness at trial. He represented himself in his appeal and represented Ms. Andersen in hers. The appeals turn on an amount (“adjusted cost basis”) that the Minister should have considered but did not consider in reassessing the Appellants.

Overview

[3] When a taxpayer appeals an assessment (or reassessment) of tax to this Court, the taxpayer is expected to bring evidence to disprove, on a balance of probabilities, the critical facts assumed by the Minister in assessing.¹ Those assumptions of fact must be clearly stated in the Minister's Reply to the taxpayer's Notice of Appeal.

[4] This "reverse onus" in favour of the Minister only applies, however, where the Minister has pleaded sufficient assumptions of fact to support the assessment under the relevant provisions of the legislation.

[5] In this case, the Minister has failed to make an assumption of fact about an amount ("adjusted cost basis") that is essential to an assessment made under paragraph 56(1)(j) and subsection 148(1) of the Act. As there was no evidence establishing that fact, the Appellants succeed in their appeals and the reassessments must, therefore, be vacated.

[6] The phrase "adjusted cost basis" is defined in subsection 148(9) of the Act and forms an essential element in the computation of the amount to be included in income under paragraph 56(1)(j) and subsection 148(1) of the Act on the disposition by a policyholder of their interest in a life insurance policy.²

The Facts

[7] In 2017, a car owned by one of the Appellants was demolished by another vehicle. Fortunately, the car was parked and there were no personal injuries but the insurance proceeds did not cover the cost of an equivalent vehicle. Rather than borrow money to purchase a replacement, the Appellants terminated their life insurance policies and bought another car with the cash they received from their life insurers amounting to some \$20,000. No one told them that any portion of the amount they received on termination might be subject to tax.

¹ This applies when the reassessment was made within the "normal reassessment period" within the meaning of subsection 152(3.1) of the Act.

² The definition of "adjusted cost basis" for purposes of subsection 148(1) is very different than the definition of "adjusted cost base" in section 54 for purposes of the provisions of the Act dealing with capital gains and losses.

[8] No evidence was adduced in respect of the “adjusted cost basis” of any of the policies immediately before their termination.

The Legislative Provisions

[9] Paragraph 56(1)(j) of the Act provides:

Amounts to be included in income for year

56(1) Without restricting the generality of section 3, there shall be included in computing the income of a taxpayer for a taxation year,

...

Life insurance policy proceeds

(j) any amount required by subsection 148(1) or 148(1.1) to be included in computing the taxpayer’s income for the year; ...

[10] Subsection 148(1) of the Act provides:

Amounts included in computing policyholder’s income

148(1) There shall be included in computing the income for a taxation year of a policyholder in respect of the disposition of an interest in a life insurance policy...

...

the amount, if any, by which the proceeds of the disposition of the policyholder’s interest in the policy that the policyholder, beneficiary or assignee, as the case may be, became entitled to receive in the year exceeds the adjusted cost basis to the policyholder of that interest immediately before the disposition.

[11] The computation of the amount that must be included in a policyholder’s income on the disposition of their interest in a life insurance policy is relatively straightforward. To the extent that the amount of the proceeds of disposition exceeds the “adjusted cost basis” to the policyholder of their interest in the policy

immediately before its disposition, the policyholder must include that amount in computing income for the year in which the disposition occurs.³

[12] As mentioned above, the phrase “adjusted cost basis” as used in subsection 148(1) is defined in subsection 148(9) of the Act. That definition is attached as a schedule to these reasons. The definition begins with an overview of the formula to be used in computing “adjusted cost basis”:

adjusted cost basis, at any time to a policyholder of the policyholder’s interest in a life insurance policy, means the amount determined by the formula

$$(A + B + C + D + E + F + G + G.1) \\ - (H + I + J + K + L + M + N + O)$$

[Emphasis added]

[13] We know from the opening words of the definition that “adjusted cost basis” is an “amount” determined by the formula set out in the definition.

[14] In order for the Minister to assess a policyholder under paragraph 56(1)(j) and subsection 148(1) of the Act, the “adjusted cost basis” of the policy to the policyholder immediately before its disposition must be determined by applying the formula set out in subsection 148(9) of the Act.

The Reassessments and the Minister’s Assumptions

[15] The Appellants’ returns for 2017 were assessed as filed. They were later reassessed to include additional income in respect of the disposition of their life insurance policies. The amounts reassessed as income to Mr. Andersen for 2017 under paragraph 56(1)(j) and subsection 148(1) of the Act were \$5,456 and \$5,902. The amount reassessed as income to Ms. Andersen for 2017 under those provisions was \$8,949. Those are the reassessments before me.

[16] In Reply to Mr. Andersen’s Notice of Appeal, the Respondent pleaded that the following assumptions were made by the Minister in reassessing:⁴

³ There is no question that the termination of the life insurance policies owned by the Appellants constituted a “disposition” of their interests in those policies for purposes of subsection 148(1) of the Act.

9. In determining the Appellant's tax liability for the 2017 taxation year, the Minister made the following assumptions of fact:
- a) the Appellant surrendered his interest in life insurance policies held with The Canada Life Assurance Company and The Empire Life Insurance Company (together, the "Policies") and received the cash surrender values of the Policies;
 - b) the Appellant received \$5,456.82 from the disposition of his interest in the policy he held with The Canada Life Assurance Company (the "Canada Life Income") in the 2017 taxation year;
 - c) the Appellant received \$5,902.31 from the disposition of his interest in the policy he held with The Empire Life Insurance Company (the "Empire Life Income") in the 2017 taxation year;
 - d) the Canada Life Income and the Empire Life Income were the net proceeds after the subtraction of the Appellant's adjusted cost basis with respect to the Policies;
 - e) T5 – Statement of Investment Income slips were issued to the Appellant in respect of the Canada Life Income and the Empire Life Income; and
 - f) the Appellant earned and failed to report \$11,359.13 with respect to the Canada Life Income and the Empire Life Income in his personal income tax return for the 2017 taxation year.

[Emphasis added]

The Appellants' Argument

[17] It was understandable that Mr. Andersen's argument was not aimed at the adequacy of the Minister's assumptions of fact. To a self-represented Appellant, neither the relevant statutory formula nor the onus of proof in tax litigation are necessarily self-evident. He simply argued that neither he nor Ms. Andersen should not be subject to tax on the termination of their life insurance policies as no one had informed them of that possibility.

⁴ The assumptions pleaded in the Reply to Ms. Andersen's Notice of Appeal were almost identical, differing only with respect to the particulars of her life insurance policy.

[18] Mr. Andersen also argued that the tax reassessed is regressive, its collection would be inequalitarian and that, as senior citizens living on modest incomes, he and Ms. Andersen were targeted unjustly by the Canada Revenue Agency.

[19] Finally, Mr. Andersen did not concede that the reassessed amounts are correct or that he or Ms. Andersen are liable to the tax reassessed.

The Respondent's Argument

[20] Respondent's counsel, Mr. Shearer, contended that the Appellants' arguments should not be accepted and that the Minister's assumptions of fact are sufficient to sustain the reassessments. He argued that the onus was on the Appellants to challenge the amounts reassessed by calling their own evidence.

[21] In support of his position, counsel relied on two decisions of this Court. The first is *Naidoo v. Canada (Minister of Human Resources Development)*, 2003 TCC 394 [*Naidoo*]. The second is *Jarvis v. R.*, 2009 TCC 224 [*Jarvis*].

[22] Counsel argued that in *Naidoo* the Appellants were subject to tax under paragraph 56(1)(j) and subsection 148(1) of the Act notwithstanding that no one had told them about the adverse fiscal consequences of taking out loans using their life insurance policies.⁵ Although the Court was sympathetic to the Appellants, the appeals were dismissed.

[23] Counsel argued that in *Jarvis* the Appellant was liable to tax under paragraph 56(1)(j) and subsection 148(1) of the Act because he failed to lead any contrary evidence with respect to the "proceeds of the disposition" and the "adjusted cost basis" of his interest in the policy.⁶

Analysis

⁵ In that case, the Appellants' decision to borrow money under their life insurance policies adversely affected their entitlement to the Guaranteed Income Supplement under the *Old Age Security Act*.

⁶ *Jarvis*, above, at para 24. In that case, the Appellant argued that the amount the Minister included in computing his income should have been taxed as dividends rather than interest income.

[24] Both *Naidoo* and *Jarvis* are distinguishable. In each case, the Appellants conceded that the assessed amounts were correct⁷ and in each case, the “adjusted cost basis” of the policies immediately before their disposition was assumed by the Minister, was in evidence or was conceded by the Appellants.⁸

[25] The courts have consistently held that unless the Minister’s assumptions of fact are sufficient to support the assessment under the relevant legislation, the onus does not shift to the taxpayer.

[26] In *M.N.R. v Pillsbury Holdings Ltd.*, [1964] CTC 294 (Ex. Ct.) [*Pillsbury Holdings*], Justice Cattanach described three ways the Minister’s assumptions of fact may be attacked. The third possibility is relevant here:

The respondent could have met the Minister’s pleading that, in assessing the respondent, he assumed the facts set out in paragraph 6 of the Notice of Appeal by:

- (a) challenging the Minister’s allegation that he did assume those facts,
- (b) assuming the onus of showing that one or more of the assumptions was wrong, or
- (c) contending that, even if the assumptions were justified, they do not of themselves support the assessment.⁹

[Emphasis added]

[27] In *Kit-Win Holdings (1973) Ltd. v The Queen*, [1981] CTC 43 (FCTD) [*Kit-Win*], Justice Cattanach emphasized that “the obligation is on the Minister to plead

⁷ In *Naidoo*, at paragraph 4, Justice Campbell Miller noted that Mr. Naidoo “does not actually dispute that the *Act* requires he report the \$16,556 as income.” At paragraph 12 of *Jarvis* Justice Little noted that “the Appellant agreed that the amount of \$17,593.12 is taxable, and should therefore be included in his income for the 2006 taxation year.” No such concessions were made by the Appellants in these appeals.

⁸ Justice Campbell Miller noted at paragraph 6 of *Naidoo* that counsel for the Respondent confirmed that “in accordance with section 148 of the *Act*, the amount of the loans less their adjusted cost base (\$35,000 minus \$18,443) were properly included in income”. Similarly, Justice Little noted at paragraph 18 of *Jarvis* that the “Appellant agrees that the amount of \$17,593.12 represents the difference between the proceeds of disposition of the Policy (\$30,004.50) and its adjusted cost basis (\$12,411.38).”

⁹ *Pillsbury Holdings*, above, at 302.

facts which bring the assessment within the four corners of the taxing provision.”¹⁰
He also held:

If the Minister has failed to allege as a fact an essential ingredient to the validity of the assessment under the applicable statutory provision there is no onus on the taxpayer to disprove that fact for the assumptions which were made do not of themselves support the assessment.¹¹

[28] In *Kit-Win* Justice Cattanach also observed that there is no onus on the taxpayer to disprove assumptions not made by the Minister.¹²

[29] The same principle has been applied by this Court. In *D. del Valle v M.N.R.*, [1986] 1 CTC 2288 (TCC) [*D. del Valle*], Judge Sarchuk concluded:

In my view the respondent has failed to allege as a fact an ingredient essential to the validity of the reassessment. There is no onus on the appellant to disprove a phantom or non-existent fact or an assumption not made by the respondent.¹³

[30] Finally, in *Severinov v The Queen*, 2013 TCC 292 [*Severinov*], Justice Woods, as a member of this Court, cautioned that “the Crown cannot rely on faulty assumptions to shift the burden to the taxpayer.”¹⁴

[31] In light of the case law, it is helpful to return to paragraph 9(d) of the Minister’s assumptions:

- d) the Canada Life Income and the Empire Life Income were the net proceeds after the subtraction of the Appellant’s adjusted cost basis with respect to the Policies;

[32] Paragraph 9(d) is the only assumption of fact that refers to “adjusted cost basis”. The wording of that assumption suggests that the “adjusted cost basis” of each policy immediately before its disposition had already been assumed by the Minister. The problem is that it had not been assumed at all.

[33] An assumption of fact about the “adjusted cost basis” of a taxpayer’s interest in a life insurance policy immediately before its disposition is essential in order for

¹⁰ *Kit-Win*, above, at 54.

¹¹ *Kit-Win*, above, at 56.

¹² *Kit-Win*, above, at 61.

¹³ *D. del Valle*, above, at 2290.

¹⁴ *Severinov*, above, at para 43.

the Minister to assess the taxpayer under paragraph 56(1)(j) and subsection 148(1) of the Act. Put another way, it is impossible for the Minister to assess a taxpayer under those provisions without making an assumption of fact about the “adjusted cost basis” of the policy immediately before its disposition.

[34] The bald assertion in paragraph 9(d) of the Reply that the amounts received by Mr. Andersen were net of the “adjusted cost basis” of each policy is grossly inadequate. It fails to satisfy the minimum requirement that the Minister must assume sufficient facts to lead to taxation under the relevant statutory provisions.¹⁵

[35] Although paragraph 9(d) of the Reply suggests that the amount included in computing the income of each Appellant was a net amount as required by subsection 148(1) of the Act that amount was not, in fact, a net amount at all - it was simply an amount equal to the “proceeds of the disposition” of each policy:

	Policy 1	Policy 2	Policy 3
A. “Proceeds of the Disposition”	\$5,456	\$5,902	\$8,949
B. Minus “Adjusted Cost Basis”	No Assumption	No Assumption	No Assumption
C. Income Reassessed	\$5,456	\$5,902	\$8,949

[36] The onus never shifted to the Appellants to disprove the Minister’s assumption about the “adjusted cost basis” of each policy immediately before its disposition because the Minister never made any such assumption.

Conclusion

[37] An assumption of fact with respect to the “adjusted cost basis” of the taxpayer’s interest in a life insurance policy immediately before its disposition was

¹⁵ As he did not draft the Reply, Mr. Shearer is not responsible for its inadequacies.

essential in order for the Minister to reassess the Appellants under the provisions of paragraph 56(1)(j) and subsection 148(1) of the Act.

[38] In reassessing the Appellants, the Minister failed to make any assumption of fact about the “adjusted cost basis” of the Appellants’ interests in their life insurance policies immediately before their disposition within the meaning of subsection 148(9) of the Act. In the absence of any evidence of the “adjusted cost basis” of the Appellants’ interests in their life insurance policies at the relevant time, the Appellants’ appeals must be allowed and the reassessments vacated.

These Amended Reasons for Judgment are issued in substitution for the Reasons for Judgment dated July 14, 2020 for the purpose of deleting the word “not” in paragraph 17.

Signed at Ottawa, Canada, this **16th** day of July 2020.

“David E. Spiro”

Spiro J.

Schedule

Definition of “Adjusted Cost Basis” in subsection 148(9) of the *Income Tax Act*:

adjusted cost basis, at any time to a policyholder of the policyholder’s interest in a life insurance policy, means the amount determined by the formula

$$(A + B + C + D + E + F + G + G.1) \\ - (H + I + J + K + L + M + N + O)$$

where

- A** is the total of all amounts each of which is the cost of an interest in the policy acquired by the policyholder before that time but not including an amount referred to in the description of B or E,
- B** is the total of all amounts each of which is an amount paid before that time by or on behalf of the policyholder in respect of a premium under the policy, other than amounts referred to in clause 148(2)(a)(ii)(B), in subparagraph (iii) of the description of C in paragraph (a) of the definition **proceeds of the disposition** or in subparagraph (b)(i) of that definition,
- C** is the total of all amounts each of which is an amount in respect of the disposition of an interest in the policy before that time that was required to be included in computing the policyholder’s income or taxable income earned in Canada for a taxation year,
- D** is the total of all amounts each of which is an amount in respect of the policyholder’s interest in the policy that was included by virtue of subsection 12(3) or section 12.2 or of paragraph 56(1)(d.1) of the *Income Tax Act*, chapter 148 of the Revised Statutes of Canada, 1952, in computing the policyholder’s income for any taxation year ending before that time or the portion of an amount paid to the policyholder in respect of the policyholder’s interest in the policy on which tax was imposed by virtue of paragraph 212(1)(o) before that time,
- E** is the total of all amounts each of which is an amount that is in respect of the repayment, before that time and after March 31, 1978, of a policy loan and that does not exceed the amount determined by the formula,

E.1 – E.2

where

E.1 is the total of

(a) the proceeds of the disposition, if any, in respect of the loan,

(b) if the policy is issued after 2016 (and, in the case where the particular time at which the policy is issued is determined under subsection (11), the repayment is at or after the particular time), the portion of the loan applied, immediately after the loan, to pay a premium under the policy as provided for under the terms and conditions of the policy (except to the extent that the portion is described in subparagraph (i) of the description of C in the definition **proceeds of the disposition** in this subsection), and

(c) the amount, if any, described in the description of J in this definition (but not including any payment of interest) in respect of the loan, and

E.2 is the total all amounts each of which is an amount in respect of a repayment, of the loan, referred to in clause (2)(a)(ii)(B) or deductible under paragraph 60(s) of this Act or paragraph 20(1)(hh) of the *Income Tax Act*, chapter 148 of the *Revised Statutes of Canada*, 1952 (as it applied in taxation years before 1985),

F is the amount, if any, by which the cash surrender value of the policy as at its first anniversary date after March 31, 1977 exceeds the adjusted cost basis (determined under the *Income Tax Act*, chapter 148 of the Revised Statutes of Canada, 1952, as it would have read on that date if subsection 148(8) of that Act, as it read in its application to the period ending immediately before April 1, 1978, had not been applicable) of the policyholder's interest in the policy on that date,

G is, in the case of an interest in a life annuity contract, as defined by regulation, to which subsection 12.2(1) applies for the taxation year that includes that time (or would apply if the contract had an anniversary day in the year at a time when the taxpayer held the interest), the total of all amounts each of which is a mortality gain, as defined by regulation and determined by the issuer of the contract in accordance with the regulations, in respect of the interest immediately before the end of the calendar year ending in a taxation year commencing before that time,

G.1 is, in the case of an interest in a life insurance policy (other than an annuity contract) to which subsection (8.2) applied before that time, the total of all amounts each of which is a mortality gain, as defined by regulation and determined by the issuer of the policy in accordance with the regulations, in respect of the interest immediately before the end of the calendar year that ended in a taxation year that began before that time,

- H** is the total of all amounts each of which is the proceeds of the disposition of the policyholder's interest in the policy that the policyholder became entitled to receive before that time,
- I** is the total of all amounts each of which is an amount in respect of the policyholder's interest in the policy that was deducted by virtue of subsection 20(19) in computing the policyholder's income for any taxation year commencing before that time,
- J** is the amount payable on March 31, 1978 in respect of a policy loan in respect of the policy,
- K** is the total of all amounts each of which is an amount received before that time in respect of the policy that the policyholder was entitled to deduct under paragraph 60(a) in computing the policyholder's income for a taxation year,
- L** is
- (a) in the case of an interest in a life insurance policy (other than an annuity contract) that was last acquired after December 1, 1982 by the policyholder, the total of all amounts each of which is the net cost of pure insurance, as defined by regulation and determined by the issuer of the policy in accordance with the regulations, in respect of the interest immediately before the end of the calendar year ending in a taxation year commencing after May 31, 1985 and before that time,
 - (b) in the case of an interest in an annuity contract to which subsection 12.2(1) applies for the taxation year that includes that time (or would apply if the contract had an anniversary day in the year and while the taxpayer held the interest), the total of all annuity payments paid in respect of the interest before that time and while the policyholder held the interest, or
 - (c) in the case of an interest in a contract referred to in the description of G, the total of all amounts each of which is a mortality loss, as defined by regulation and determined by the issuer of the contract in accordance with the regulations, in respect of the interest before that time,
- M** is, in the case of a policy that is issued after 2016 and is not an annuity contract, the total of all amounts each of which is a premium paid by or on behalf of the policyholder, or a cost of insurance charge incurred by the policyholder, before that time (and, in the case where the particular time at which the policy is issued is determined under subsection (11), at or after the particular time), to the extent that the premium or charge is in respect of a benefit under the policy other than a benefit on death (as defined in subsection 1401(3) of the *Income Tax Regulations*),

N is, in the case of a policy that is issued after 2016 and is not an annuity contract, the total of all amounts each of which is the policyholder's interest in an amount paid — to the extent that the cash surrender value of the policy, if any, or the fund value of the policy (as defined in subsection 1401(3) of the *Income Tax Regulations*), if any, is reduced by the amount paid — before that time (and, in the case where the particular time at which the policy is issued is determined under subsection (11), at or after the particular time) that

(a) is a benefit on death (as defined in subsection 1401(3) of the *Income Tax Regulations*), or a disability benefit, under the policy, and

(b) does not result in the termination of a coverage (as defined in subsection 1401(3) of the *Income Tax Regulations*) under the policy,

O is, in the case of a policy that is issued after 2016 and is not an annuity contract, the total of all amounts each of which is — if a benefit on death (as defined in subsection 1401(3) of the *Income Tax Regulations*) under a coverage (as defined in subsection 1401(3) of the *Income Tax Regulations*) under the policy is paid before that time (and, in the case where the particular time at which the policy is issued is determined under subsection (11), at or after the particular time) and the payment results in the termination of the coverage — the amount, if any, determined with respect to the coverage by the formula

$$[P \times (Q + R + S)/T] - U$$

where

P is the adjusted cost basis of the policyholder's interest immediately before the termination,

Q is the amount of the fund value benefit (as defined in subsection 1401(3) of the *Income Tax Regulations*) under the policy paid in respect of the coverage on the termination,

R is the amount that would be the present value, determined for the purposes of section 307 of the *Income Tax Regulations*, on the last policy anniversary (as defined in section 310 of the *Income Tax Regulations*) on or before the termination, of the fund value of the coverage (as defined in subsection 1401(3) of the *Income Tax Regulations*) if the fund value of the coverage on that policy anniversary were equal to the fund value of the coverage on the termination,

S is the amount that would be determined, on that policy anniversary, for paragraph (a) of the description of C in the definition **net premium reserve** in subsection 1401(3) of the *Income Tax Regulations* in respect of

the coverage, if the benefit on death under the coverage, and the fund value of the coverage, on that policy anniversary were equal to the benefit on death under the coverage and the fund value of the coverage, as the case may be, on the termination,

T is the amount that would be, on that policy anniversary, the net premium reserve (as defined in subsection 1401(3) of the *Income Tax Regulations*) in respect of the policy for the purposes of section 307 of the *Income Tax Regulations*, if the fund value benefit under the policy, the benefit on death under each coverage and the fund value of each coverage on that policy anniversary were equal to the fund value benefit, the benefit on death under each coverage and the fund value of each coverage, as the case may be, under the policy on the termination, and

U is the amount, if any, determined under subsection (4) in respect of a disposition before that time of the interest because of paragraph (2)(e) in respect of the payment in respect of the fund value benefit under the policy paid in respect of the coverage on the termination;

CITATION: 2020 TCC 51
COURT FILE NO.: 2019-1171(IT)I and 2019-1172(IT)I
STYLE OF CAUSE: ERIK ANDERSEN AND HER MAJESTY
THE QUEEN

CATHERINE ANDERSEN AND HER
MAJESTY THE QUEEN

PLACE OF HEARING: Vancouver, British Columbia

DATE OF HEARING: March 3, 2020

REASONS FOR JUDGMENT BY: The Honourable Justice David E. Spiro

DATE OF JUDGMENT: July 14, 2020

**DATE OF AMENDED
REASONS FOR JUDGMENT: July 16, 2020**

APPEARANCES:

For the Appellants: Erik Andersen
Counsel for the Respondent: Mark Shearer

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Firm: N/A

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