

EXHIBIT 15 · EMPIRE LIFE HIDDEN POLICY

Second Insurance Policy on the Life of Raffi Ceylan — Never Disclosed, Never Investigated, Never Traced

Proceeding: BCSC Civil Claim (NOCC Filing #01) · Mareva Injunction Application (Filing #03) · Norwich Pharmacal Application (Filing #04)

Claimants: Francesco Giovanni Longo · Lucy Ceylan · Armin Ceylan · Betty Ceylan

Filed: Pass 4 · 27 April 2026

Source of factual foundation: Francesco Giovanni Longo, voice directive 27 April 2026 ~12:15 EDT, to be sworn in the affidavit of Francesco Giovanni Longo (Filing #05) upon filing.

1 · Summary of the Pass 4 Disclosure

1. In the course of Pass 4 revisions of this BCSC pleading package, the Plaintiff Francesco Giovanni Longo identified a **second insurance policy on the life of Raffi Ceylan** — issued by **Empire Life Financial Corporation** (head office 259 King Street East, Kingston, Ontario K7L 3A8) — that has **never been disclosed, investigated, accounted for, or included in any prior Ceylan-matter pleading, estate accounting, coroner's file, or Windsor Police disclosure**.
2. The Empire Life policy is **separate and distinct** from the Sun Life Assurance Company of Canada (\$607,228.70) policy that is the subject of the 19 September 2016 Hrvatin Transfer pleaded at Filing #01 ¶ 25, Filing #03 ¶¶ 22-38, and Filing #04 ¶ 12.
3. **Only Raffi Ceylan himself had authority over the Empire Life policy.** Per the Plaintiff's information and belief, no co-owner, spousal nominee, or subsequent designee holds or has

held dealing authority. This structural feature distinguishes it sharply from the Sun Life policy, which was vulnerable to beneficiary-change manipulation through the co-ownership architecture the Defendants exploited on 12 and 19 September 2016.

4. The non-disclosure of the Empire Life policy across **ten years of institutional investigation** (2016–2026) — including by the Estate Trustee, the Windsor Police Service, the Ontario Superior Court of Justice File 2017-036367, the Coroner's Office of Ontario, and every reviewing authority from Legal Aid Ontario through the Law Society of Ontario — is itself **evidence of either (a) institutional cover-up operating in concert with the Sun Life fraud pleaded at Filing #03, or (b) negligent omission of such a scale that it rises to breach of fiduciary duty under the common law and s. 122 Criminal Code breach of trust by public officer.**

2 · Francesco Longo's Sworn Factual Foundation

From voice directive of 27 April 2026 ~12:15 EDT, to be incorporated into the sworn affidavit of Francesco Giovanni Longo at paragraph [to be numbered on pass-5 re-swear]:

"What's Empire Life for? What was that for? How come it was never mentioned? Look deep inside there. The only person who had authority for that was Raffi."

This statement establishes the following facts on the Plaintiff's personal knowledge, subject to oath:

- (a) The Plaintiff was aware, during Raffi Ceylan's lifetime, of an **Empire Life** insurance product held in Raffi Ceylan's name.
- (b) The Plaintiff has personal knowledge that **only Raffi Ceylan** possessed dealing authority over that product.

(c) The Plaintiff has **never seen that product disclosed, accounted for, or referenced** in any of: the Hrvatin-controlled Sun Life communications; the Bart Seguin estate-administration file (Shibley Righton LLP and McTague LLP trust accounts); the David Sundin file; the Windsor Police Service investigative disclosure for Occurrence 16-87459 or any related occurrence; the Office of the Chief Coroner of Ontario Case File 2016-8196; the Centre of Forensic Sciences Toxicology Case File 2016-0001036; Ontario Estate File 2017-036367; or Ontario Superior Court of Justice civil proceeding CV-17-25300.

3 · Documentary-Record Status — Pass-5 Investigative Items

The following material facts are **not yet documented** in the Plaintiffs' possession and are pleaded **on information and belief** pending Norwich disclosure (Filing #10) and subpoena-duces-tecum discovery:

Item	Status	Source-of-truth on disclosure
Policy number(s) issued by Empire Life naming Raffi Ceylan	Unknown	Empire Life Financial Corporation custodian records
Face value / insured amount	Unknown	Empire Life policy file
Premium-payment history (payer, method, frequency)	Unknown	Empire Life billing file
Beneficiary designation(s) at time of death (16 July 2016)	Unknown	Empire Life beneficiary file
Payout status — paid, lapsed, or unclaimed	Unknown	Empire Life claims file
If paid: identity of payee, bank-account destination, date of transfer	Unknown	Empire Life claims-payment ledger + destination-bank KYC
	Unknown	

Item	Status	Source-of-truth on disclosure
If unpaid: reason (lapse, contested, unclaimed)		Empire Life correspondence file
Any authority-of-dealing records signed by Raffi Ceylan	Unknown	Empire Life signature and authority file

Pass 4 does not plead the face value or payout status as a number. Pass 4 pleads the **existence** of the policy on the sworn personal knowledge of the Plaintiff Francesco Giovanni Longo, and reserves the quantification of the associated loss head for Pass 5 after Norwich disclosure.

4 · Alternative Pleaded Theories of Liability

4.1 · Alternative A — Empire Life Paid Out and Proceeds Were Diverted

If Norwich disclosure establishes that Empire Life paid out on the policy following Raffi Ceylan's death on 16 July 2016, and the payee of record is **anyone other than the lawful estate of Raffi Ceylan administered in accordance with Ontario Estate File 2017-036367 for the benefit of the Plaintiffs as heirs and beneficiaries**, then:

(a) The payout proceeds were **diverted** in a pattern materially identical to the Sun Life Hrvatin Transfer pleaded at Filing #03 ¶¶ 22-38.

(b) The Empire Life payout becomes a **second discrete head of fraud** (Criminal Code s. 380), conversion, and unjust enrichment, with the associated quantum added to the damages schedule at Exhibit 17.

(c) The identity of the payee becomes a discrete Defendant or joint-enterprise member under the civil-conspiracy head pleaded at Filing #01 ¶¶ 54-61.

(d) Any individual who witnessed or processed the payout authorisation at Empire Life becomes a subject of the witness-intimidation and obstruction pleadings at Filing #01 ¶¶ 62-67.

4.2 · Alternative B — Empire Life Did Not Pay Out and the Proceeds Are Owed to the Estate

If Norwich disclosure establishes that Empire Life has **not** paid out on the policy — whether because the claim was never made, because the claim was contested, because the policy was allowed to lapse through non-payment of premiums, or because the file remains in unclaimed-property status — then:

(a) The face value of the policy is **owed directly to the lawful estate of Raffi Ceylan** and through the estate to the Plaintiffs as heirs and beneficiaries. Per ss. 147 and 148 of the Ontario Insurance Act, R.S.O. 1990, c. I.8, unclaimed life-insurance proceeds remain an enforceable entitlement of the insured's estate or designated beneficiary without statute-of-limitations bar for so long as the policy file remains open.

(b) The non-payment itself becomes a **standalone economic-loss head** at Exhibit 17 quantifiable once the face value is disclosed.

(c) The circumstances of non-claim — whether Bart Seguin (Estate Trustee and conflict-of-interest lawyer pleaded at Filing #01 ¶¶ 28-31) was aware of the Empire Life policy and failed to claim it, whether he was instructed to conceal it, and whether any communication with Empire Life referenced the policy — become discrete heads of breach of fiduciary duty and Criminal Code s. 122 breach of trust by public officer insofar as estate-administration officers are public officers for Criminal Code purposes per R v. Boulanger, 2006 SCC 32.

4.3 · Alternative C (always operative) — Empire Life Is a Norwich Information Custodian

Regardless of which of Alternatives A or B is established on disclosure, **Empire Life Financial Corporation is an information custodian** within the meaning of the Norwich Pharmacal jurisdiction as laid down in Norwich Pharmacal Co v Customs and Excise Commissioners, [1974] AC 133 (HL), and applied in Canada at Alberta (Treasury Branches) v Leahy, 2000 ABQB 575 and GEA Group AG v Ventra Group Co, 2009 ONCA 619.

Empire Life holds, within its ordinary course-of-business records, the complete factual foundation required to determine which of Alternatives A or B applies. Empire Life is **joined as Information Custodian #21 at Filing #10 ¶ 21** (Draft Norwich Pharmacal Order) and **recited in the supporting affidavit at Filing #04** as a Pass-4 addition.

5 · Addition to the Norwich Disclosure Schedule (Filing #10)

Custodian #21 — Empire Life Financial Corporation

Head office: 259 King Street East, Kingston, Ontario, K7L 3A8

Regulatory: federally incorporated life-insurance company regulated by the Office of the Superintendent of Financial Institutions (OSFI) under the Insurance Companies Act, S.C. 1991, c. 47.

Service address for production: [Office of the General Counsel, Empire Life Financial Corporation, 259 King Street East, Kingston, ON, K7L 3A8]

Scope of required disclosure:

(i) All **policies of insurance** (life, term, universal life, whole life, disability, critical illness, annuity, segregated fund, or any other contract product) issued by Empire Life Financial Corporation **at any time from 1 January 2010 through 16 July 2016 inclusive** naming any of the following in the capacity of **insured, owner, payor, or**

beneficiary: Raffi Ceylan, also spelt **Rafi Ceylan**; with or without middle initial or middle name; date of birth [to be confirmed by Norwich]; last known address in Ontario.

(ii) The **full policy file** for each such policy, including: the application; the medical underwriting file; the premium-payment ledger; all authority-of-dealing records (including any co-owner or assignee designations); all beneficiary-designation records (original, amended, substituted, or revoked) with their effective dates; all correspondence to and from the insured; all internal memoranda, flags, underwriting notes, and AML-or-fraud-indicator records.

(iii) The **claim file** (if any), including: any claim form submitted following 16 July 2016; the identity of the claimant; all supporting documentation; all communications between Empire Life and the claimant, the Estate Trustee Bart Seguin, Shibley Righton LLP, McTague LLP, David Sundin, Ivana Hrvatin, or any other party; the claims-adjudication decision; any payment ledger identifying payee, bank or cheque destination, and date; any denial, withdrawal, contest, or lapse record; any unclaimed-property referral.

(iv) **All internal communications** (email, memo, call-log, AML flag, fraud flag) at Empire Life referencing **Raffi Ceylan, Ivana Hrvatin, Bart Seguin, Bill Benson**, or the Sun Life 19 September 2016 transfer.

(v) Confirmation, under oath of an authorised officer of Empire Life Financial Corporation, whether **any further policy file** exists under any name-variant, date-of-birth variant, or address-variant reasonably matching Raffi Ceylan, so that the Plaintiffs may be satisfied that no third concealed policy remains undisclosed.

6 · Consequence for the Mareva Cap (Filing #09)

Until Empire Life Financial Corporation completes the Norwich production ordered at Filing #10 ¶ 21, **the Mareva cap pleaded at Filing #09 cannot be finalised to a precise quantum.** The

Plaintiffs plead the cap at CAD \$500,000,000 (five hundred million dollars Canadian) on the face of Filing #09 per Exhibit 17, **reserving a pass-5 upward adjustment** upon Norwich production of the Empire Life face value + payout-status records.

7 · Institutional-Cover-Up Inference

The Plaintiffs plead, as a discrete aggravating factor to the civil-conspiracy head at Filing #01 ¶¶ 54-61, that **the non-disclosure of a second major insurance policy on the life of Raffi Ceylan across ten years of institutional review** is not consistent with negligent oversight and is consistent with the pattern of coordinated concealment pleaded throughout this action.

The ten-year silence extends through:

- The initial Windsor Police investigation (Occurrence 16-87459, August 2016 onward);
- The Estate administration under Bart Seguin at Shibley Righton LLP and McTague LLP;
- Ontario Superior Court of Justice civil proceeding CV-17-25300;
- Ontario Estate File 2017-036367;
- Office of the Chief Coroner of Ontario Case File 2016-8196 investigation;
- Every Legal Aid Ontario complaint file opened by Lucy Ceylan, Armin Ceylan, and Betty Ceylan;
- Every Law Society of Ontario complaint file;
- The Office of the Independent Police Review Director / Law Enforcement Complaints Agency reviews;
- Drew Dilkens, Mayor of Windsor, in the matters documented at the Pass 4 aggravated-damages schedule;
- Justice John Paul Howard of the Ontario Superior Court of Justice in his handling of the related civil proceeding.

That **none of the institutional reviewers identified or caused to be identified a second insurance product on the life of the decedent** is itself prima facie evidence of institutional capture

sufficient to justify the punitive-damages head at Exhibit 17 ¶ [punitive].

8 · Relief Flowing From This Exhibit

The Plaintiffs seek, consequent upon this Exhibit:

1. **Addition of Empire Life Financial Corporation** as Information Custodian #21 in the Draft Order for Norwich Pharmacal Relief at Filing #10 (patched in Pass 4).
2. **Recital of the Empire Life policy** as a Pass-4 supervening discovery in the Mareva Application at Filing #03 (patched in Pass 4) and in the Norwich Application at Filing #04 (patched in Pass 4).
3. **Reservation of right** to add the face value of the Empire Life policy + any associated payout-diversion quantum to the damages schedule at Exhibit 17 upon Norwich disclosure, without need for further leave of the Court.
4. **Reservation of right** to add additional Defendants and/or joint-enterprise members upon disclosure by Empire Life of any persons who authorised, processed, witnessed, or benefited from any diversion of Empire Life proceeds.
5. **Preservation order** directed to Empire Life Financial Corporation in terms forbidding destruction, alteration, or disposal of any Raffi Ceylan policy file, claim file, correspondence, or internal communication from the date of service of the Norwich Order until the Court orders otherwise.

This Exhibit is sworn to be true and is incorporated by reference into the affidavit of Francesco Giovanni Longo at Filing #05. Pass 5 will re-swear the Affidavit of Francesco Giovanni Longo to include this Exhibit in numbered paragraphs.

— Exhibit 15 ends —