

*Criminal Code*

as a representative of an insurance company, I shall dare question the method used by insurance companies to set their rates.

Coming back to Bill C-19, I mentioned a moment ago that policy holders do not bother to read the clauses in their policy. As far as I am concerned, I do not believe that the bill before us gives any protection to policy holders precisely because, since they do not read their policies, do not examine them at one time or another, they do not try to find out the content of the clauses in fine or large print. The only thing in which they are interested is to know the amount of protection they are getting.

Being a specialist in general insurance, I do not meet any difficulties whatsoever with fire, public liability or automobile insurance policies. However, the same as anybody else, I am at a loss to find out what kind of a life-insurance policy is covering my family, because we have to consult the tables and it is almost impossible to figure out exactly what would be left to our beneficiaries.

I would suggest to insurance companies—and this is a mere suggestion with no direct relation to the bill—to append a one-page summary of the policy, in order to set forth in plain terms for their clients what is meant exactly by the wording of the contract.

Mr. Speaker, I think I have covered all the aspects I wanted to talk about regarding the proposed legislation, and I try in vain to find a good reason to support the request for reference to the committee. As I find none, I cannot help but oppose it and I hope the house will vote against the hon. member's motion.

[English]

Mr. Mather: I wonder if the hon. member would permit a question? Having in mind the fact that all hon. members who have spoken so far have been from the government side and all have expressed in some degree sympathy with the general aim of the bill, I would suggest the subject matter be referred to an appropriate committee. Would he not agree this is a logical step to take? There is still another 20 minutes during which members could speak, but the government benches are getting a little slim in regard to speakers.

Mr. Laniel: Was that question addressed to me? I can speak another five minutes if you wish. I have sympathy with your intention but I disagree with the request to adopt this bill because I do not think it will solve any

problem. If a clause were inserted in the bill which would force policyholders in Canada to read their policies, possibly this would make sense. But they do not read their policies.

• (5:40 p.m.)

I know this. Every time there is a fire or a car accident, or even take the case of a man who pushes his wife off the porch, people will phone the insurance agent and ask, "Am I protected or not"? When the reply is, "You are not protected," it is simple to understand the reaction. Usually it is, "You told me I was because you told me I was protected for everything." Then, the insurance agent has to explain that an insurance policy does not give unlimited protection. Does the hon. member want me to explain this with respect to a contract covering a fire insurance policy?

Mr. Mather: On a point of order, Mr. Speaker, I would like the hon. member to answer my question. Since he agrees with the principle of the bill but quarrels with the details, does he not think it appropriate that we refer it to a standing committee? I am sure I am helping out the government side by interjecting these questions.

Mr. Laniel: I will give you an example. You have a fire insurance policy that gives you some supplementary protection in the—

Mr. Mather: You are not answering my question.

Mr. Laniel: No, but I have to give the grounds for my argument. I think I shall give my explanation in French, which might be easier.

[Translation]

When one buys a fire insurance policy, in addition to coverage against fire, a certain protection is provided against tornadoes, hail, lightning, explosions, water leaks. The contract shows in an additional clause that this protection against water leaks is restricted. In fact, it only applies to water leaks caused by a defect in the plumbing or heating systems or when they occur at ground level, when the building is occupied. In addition, a policy provides protection, not in the fine print but in the main clause. It deals afterwards with restrictions. As for the automobile insurance policies which include a clause granting an overall protection, when giving explanations to the holder, the company has to state: You are covered in all kinds of circumstances, except these.