returned soldiers' insurance that many policies are twenty or twenty-five years old. Circumstances have changed and, if it can be satisfactorily explained that it would be definitely to the advantage of the beneficiary, a change is permitted. For instance, an assured might have provided for $100 to the beneficiary as a lump sum and the remainder over five years—the remaining $900. The value of money has changed but he has not made any change in his beneficiary apportionment. If it can be shown that there is hardship by sticking to the initial plan we normally might feel it could be changed to the beneficiary's advantage.

Q. But then again you might say that the man has had his will made out for twenty-five years. Surely that would show intent by that time. I am not going to argue about it but I like to get information by asking questions.

Mr. CROLL: The courts do that too, Mr. Goode, under similar circumstances.

Mr. GOODE: Then I think a lawyer should have asked the question.

The CHAIRMAN: Shall section 7 carry?

Carried.

Section 8.

8. Where a beneficiary or alternative beneficiary survives the insured but dies before receiving all of the insurance money to which under the contract of insurance such beneficiary or alternative beneficiary is entitled, the remaining unpaid money shall be paid, as it falls due or otherwise as the Minister may determine, to the estate of the deceased beneficiary or deceased alternative beneficiary.

Carried.

Section 9.

9. (1) Where an insured becomes totally and permanently disabled and is thereby rendered incapable of pursuing any substantially gainful occupation, the premiums thereafter falling due under the contract shall be waived during the continuance of such disability and the insured shall be entitled to receive as a disability benefit the payment of the sum insured in instalments not exceeding one-twentieth of the sum insured for each year of total and permanent disability, the said benefit to continue during the continuance of such disability but not to exceed payment for twenty years in all.

(2) Where the insured dies before the total payment of disability benefits under subsection one equals the sum insured, the balance of the sum insured shall be payable as a death benefit.

(3) Subsection one does not apply where the total and permanent disability of an insured is due to a disability of the insured in respect of which he receives or is entitled to receive.

(*a*) a pension under the *Pension Act* or under the corresponding pension laws of the United Kingdom or of any of His Majesty's Dominions or of His Majesty's Government or of any of His Majesty's Allies or Associated Powers in the Great War; or

(*b*) allowances while receiving treatment by the Department of Veterans Affairs on account of war disability.

(4) The insured shall, for the purposes of this section, be deemed to be totally and permanently disabled where his total disability has existed continuously for a period of at least one year.

(5) Where, otherwise than by reason of the death of the insured, the insured ceases to be entitled to waiver of premiums under subsection one, the premiums payable thereafter shall be based upon the reduced amount of insurance under the contract of insurance, namely, the sum insured less the aggregate of the disability benefits paid to the insured under subsection one.