

The CHAIRMAN: These are all on clause 3; they are sections of the Act, Mr. Green. And if you will look at page 2, sections 4 and 5 of the said Act and section 6 of the said Act—

6. Subject to the provisions of this Act, the insured may at any time change the beneficiary or beneficiaries, or the alternative beneficiary or beneficiaries, or vary the option as to the mode of payment or the apportionment of the insurance money—that is new—by so stating in a document that is satisfactory to the minister.

Mr. GREEN: Does that enable the insured to deprive his wife of protection?

The WITNESS: No—except in favour of his children. The wife and children remain the preferred class.

Mr. GOODE: What would be the reason for that?

The CHAIRMAN: The wife might desert him.

Mr. GOODE: That could be, but what is your reason, Mr. Black?

The WITNESS: The assured has always had the right to change within the preferred class. This is a better wording than was in the original Act. This enlarges the means by which he can change—"by so stating in a document that is satisfactory to the minister."

*By Mr. Croll:*

Q. What would you have in mind?—A. That he may be able to change the beneficiary in his will. We have numbers of people who do in their wills attempt to make beneficiary changes but, under the Act as it is, we are not able to accept them unless the will is attached to the policy.

Q. But "by so stating in a document that is satisfactory to the minister"—would the will be satisfactory to the minister? Is that what you say?—A. Generally speaking, yes.

Q. Or could he in advance, by writing to the minister, say: I want to make that change; and would he receive a letter saying: yes, all right?—A. Generally we will accept one of the forms supplied by the department, or under some circumstances, a holograph letter received from the insured.

*By Mr. Goode:*

Q. What would not be satisfactory to the minister?—A. A typed document with no signature or with no evidence that it was properly completed.

Q. A letter not properly witnessed?—A. Yes.

The CHAIRMAN: Shall section 6 carry?

Carried.

7. Any option, chosen by the insured, as to the mode of payment of the insurance money to a beneficiary or alternative beneficiary, may, after the death of the insured, be varied by such beneficiary or alternative beneficiary, with the consent of the minister.

I think perhaps Mr. Black might say a word on that?

The WITNESS: This is contained in the existing legislation but it is not as clearly worded. It is a matter of clarification.

*By Mr. Goode:*

Q. Are you not changing the intention of the insured in regard to this? I might have insurance under this, and have definite ideas as to how the money should be paid, but according to this as I read it the beneficiary has the right to change it—always taking into account the consent of the Minister. It seems to me that is not the way things are usually done?—A. We find under the