

**SUPREME COURT OF CANADA**

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| **Citation:** Desjardins Financial Security Life Assurance Co. *v.* Émond, 2017 SCC 19, [2017] 1 S.C.R. 358 | **Appeal heard:** March 29, 2017  **Judgment rendered:** March 29, 2017  **Docket:** 36919 |

Between:

**Desjardins Financial Security Life Assurance Company**

Appellant

and

Mariette Émond, Victor Foisy and

Sabrina Foisy

Respondents

**Official English Translation**

**Coram:** Abella, Moldaver, Karakatsanis, Wagner, Gascon, Côté and Brown JJ.

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| **Reasons for Judgment:**  (paras. 1 to 5) | Wagner J. (Abella, Moldaver, Karakatsanis, Gascon, Côté and Brown JJ. concurring) |

Desjardins Financial Security Life Assurance Co. *v.* Émond, 2017 SCC 19, [2017] 1 S.C.R. 358

Desjardins Financial Security Life Assurance Company Appellant

v.

Mariette Émond, Victor Foisy and

Sabrina Foisy Respondents

**Indexed as:** Desjardins Financial Security Life Assurance Co. ***v.*** Émond

2017 SCC 19

File No.: 36919.

2017: March 29.

Present: Abella, Moldaver, Karakatsanis, Wagner, Gascon, Côté and Brown JJ.

on appeal from the court of appeal for quebec

*Insurance — Personal insurance — Exclusion — Insurance contract providing for benefits to heirs of insured if he died as result of accident — Exclusion clause to effect that there is no entitlement to benefits under contract “if the accident occurred while the insured was participating in an indictable offence” — Insured dying in motorcycle accident while being chased by police — Offences for which insured could have been prosecuted had he not died are hybrid offences — Exclusion from insurance policy may not be set up against heirs of insured, as art. 2402 of Civil Code of Québec, on which exclusion was based, concerns only indictable offences, those that are punishable exclusively by way of indictment, and not hybrid offences — Civil Code of Québec, art. 2402.*

**Statutes and Regulations Cited**

*Civil Code of Québec*, art. 2402.

*Interpretation Act*, R.S.C. 1985, c. I-21, s. 34(1).

APPEAL from a judgment of the Quebec Court of Appeal (St-Pierre, Vauclair and Mainville JJ.A.), 2016 QCCA 161, [2016] AZ-51250639, [2016] J.Q. no 631 (QL), 2016 CarswellQue 573 (WL Can.), affirming a decision of Gervais J., 2014 QCCQ 2565, [2014] AZ-51063428, [2014] J.Q. no 3112 (QL), 2014 CarswellQue 3132 (WL Can.). Appeal dismissed.

Maria Isabel Garcia, for the appellant.

No one appeared for the respondents.

*Léon H. Moubayed*, as *amicus curiae*.

English version of the judgment of the Court delivered orally by

1. Wagner J. — The appellant argues that the broad exclusion clause in the accident insurance contract to the effect that the insurer will pay no benefits if an accident occurred while the insured was participating in an indictable offence may be set up against the heirs of the insured.
2. In this case, the offences of which the insured could have been convicted had he not died are hybrid offences that the Crown may choose to prosecute either as summary conviction offences or as indictable offences.
3. For the reasons given by the Court of Appeal, we are all of the opinion that the exclusion from the insurance policy based on art. 2402 of the *Civil Code of Québec* may not be set up against the heirs of the insured, as that article must, even in light of s. 34(1) of the federal *Interpretation Act*, R.S.C. 1985, c. I-21, be interpreted having regard to the principles of interpretation that apply in the area of insurance law so as to favour the precision and certainty of the grounds for exclusion in such matters.
4. On this basis, art. 2402 of the *Civil Code of Québec* concerns only indictable offences, those that are punishable exclusively by way of indictment, and not, as in this case, hybrid offences.
5. For these reasons, the appeal is dismissed with costs.

*Judgment accordingly.*

*Solicitors for the appellant: Cholette Houle, Lévis.*