

June 5, 1959

IGNORANCE IS BLISS

Ignorance is bliss when the ignorance applies to the Mexican worker, the doctor and the hospital and the Continental Casualty Co of Chicago has the bliss for it is free to exploit the Mexican laborer.

With Continental Casualty Co. violating the Insurance Code of California by not giving copies of the master policy to the worker the stage was set for the biggest exploitation in insurance in the last 50 years. For the past 8 years, this insurance company has collected 200 million dollars as premiums from these Mexican laborers all over the Southwestern states. Yet the Department of Insurance of the State of California has sat complacently by while Continental Casualty Co. of Chicago keeps on violating the law to the present time.

I, for one, was not satisfied to be kept in ignorance. So on a do-it-yourself basis, brought various suits against the Continental Casualty Co. of Chicago and the Desert Growers Association and acted as my own lawyer. I had subpoena duces tecum served on these defendants which forced them to bring the policy for group insurance into court where ~~ix~~ I was able to read it rapidly. Also pursuant to Section 12950 of the Insurance Code of the State of California, I requested a copy of the policy from the Department of Insurance.

After 3 months, what arrived was an affidavit signed by John H. Cramer, a Vice President of the Continental Casualty Co. This affidavit went through the California Insurance Dept. but I know that they never checked the affidavit against the master policy in the possession of the Insurance Dept., because there are marked differences between what I read in the policy in court when the policy was produced by means of the subpoena duces tecum. In plain language, the affidavit and the policy do not agree. Yet the Insurance Dept. under Deputy Commissioner Thomas W. Norton permitted this affidavit to be sent out to me even though he knew that I had been sending complaints against the Continental Casualty Co.

To complete the farce, the Continental Casualty Co. of Chicago through its underlings has been sending letters to doctors and hospitals, claiming certain rights or saying the workers were not entitled to this or that. I found that these statements made through these letters which amounted to a unilateral interpretation of the policy, disagreed not only with the policy but also with the affidavit.

As an example of disagreement between the affidavit and with what the company claims, I take the matter of venereal disease. I now quote verbatim the affidavit "The ~~policy~~ policy excludes from coverage any loss caused by or resulting from: (a) Accident occurring outside the states of the United States except that occurring on a trip into Mexico for not longer than thirty (30) days provided such trip is authorized and approved by the policyholder, (b) Declared or undeclared war or any act thereof. The Policy also does not cover the expense of treatment or services rendered by any physician, surgeon or dentist, or hospital confinement outside the states of the United States unless authorized in advance by the insurer." The underlings locally send us notices that venereal disease is not covered yet the affidavit does not exclude it. It is interesting to speculate why Continental Casualty Co. did not do the simplest thing possible, just send me the policy. Other disagreements will be taken up in further releases.