

WEST VIRGINIA LEGISLATURE

REGULAR SESSION, 1935



ENROLLED

SENATE BILL No. 155

(By Mr. Garrett)



PASSED March 9 1935

In Effect from Passage

155

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Senate Bill No. 155

(BY MR. GARRETT) (by request)

[Passed March 9, 1935; in effect from passage.]

AN ACT to amend chapter thirty-three of the code of West Virginia, one thousand nine hundred thirty-one, by adding thereto article eleven, relating to the organization and regulation of domestic companies, and to the admission and regulation of foreign companies, for the purpose of transacting the business of accident and health insurance.

Be it enacted by the Legislature of West Virginia:

That chapter thirty-three of the code of West Virginia, one thousand nine hundred thirty-one, be amended by adding thereto a new article to be numbered article eleven, to read as follows:

ARTICLE XI

Section 1. Stock companies may incorporate under the
2 general corporation laws of this state, with the approval of
3 the insurance commissioner, and, subject to all of the provisions
4 of the laws of this state not inconsistent herewith, may issue
5 policies of accident and health insurance covering personal
6 injury, disablement or death by accident, disability resulting
7 from sickness, reimbursement for expenses incident to personal
8 injury, sickness or death, and every coverage appertaining to
9 accident and health insurance.

Sec. 2. Stock companies incorporated under this article
2 must have a capital of not less than one hundred thousand
3 dollars, fully paid, and in addition thereto shall maintain a
4 reserve equal to the unearned portion of the gross premium
5 charged for all risks written and renewed.

Sec. 3. (1) The capital, reserves and surplus funds of
2 stock companies incorporated under this article shall be in-
3 vested in the following manner:

4 (a) In bonds of the United States, any state, county, dis-
5 trict, township, city, town or village of this state or any other
6 state of the United States or the District of Columbia: *Pro-*

7 *vided*, That such bonds are not in default as to interest or
8 principal;

9 (b) In bonds and preferred stocks of corporations, pro-
10 vided the same are listed upon some recognized exchange, and
11 provided also that no default in interest or dividends exists
12 at the time of purchase or has existed at any time during the
13 two years next previous;

14 (c) In loans secured by pledge of securities of the character
15 enumerated in subdivisions (a) and (b) hereof, but no such
16 loans shall be made for more than eighty per centum of the
17 actual market value of such securities;

18 (d) In loans upon unencumbered real estate situated in
19 this state or in any state of the United States or the District
20 of Columbia, but no such loans shall be made for more than
21 fifty per centum of the market value thereof, such market
22 value to be ascertained by the sworn appraisements of three
23 freeholders of recognized knowledge of values in the com-
24 munity in which such real estate is located.

25 (2) No company incorporated under this article shall pur-
26 chase, hold, or convey real estate, except for the purpose and
27 in the manner herein set forth, to-wit:

28 (a) Such as shall be requisite for the transaction of its
29 business;

30 (b) Such as shall have been conveyed to it in satisfaction
31 of debts previously contracted in the course of its dealings;

32 (c) Such as shall have been purchased at sales upon judg-
33 ments, decrees, or mortgages, obtained or made for debts due
34 the company, or for debts due other persons, where such com-
35 pany may have liens or encumbrances on the same, and the
36 purchase is deemed necessary to save the company from loss.

37 It shall not be lawful for any such company to purchase or
38 hold real estate in any other case or for any other purpose.

39 Any real estate purchased, received, or acquired under para-
40 graphs (b) and (c) of this subdivision (two), which has been
41 held for a period of more than five years from the date of
42 its purchase, receipt, or acquisition, must be sold and disposed
43 of within a period of six months after due notice to the com-
44 pany from the insurance commissioner to sell and convey the
45 same. The commissicner may extend the time for such dis-
46 position if he believes the interest of the company will suffer
47 materially by a forced sale.

Sec. 4. Stock companies incorporated under this article

2 shall, as a condition precedent to engaging in writing insur-
3 ance, deposit with the state treasurer in accordance with the
4 provisions of article five, chapter twelve of the code of West
5 Virginia, one thousand nine hundred thirty-one, one hundred
6 thousand dollars in securities of the kinds prescribed in
7 section three of this article, in trust, for the protection of
8 all policyholders of such company.

Sec. 5. Stock or legal reserve mutual life insurance com-
2 panies, organized under the laws of this state to transact a
3 life insurance business, may write the classes of business
4 enumerated in section one of this article by otherwise comply-
5 ing with all of the provisions of this article.

Sec. 6. Stock or mutual casualty insurance companies
2 organized under the laws of this state may write the classes
3 of business enumerated in section one of this article by other-
4 wise complying with all of the provisions of this article.

Sec. 7. Stock or legal reserve mutual life insurance com-
2 panies and stock or mutual companies authorized to do a
3 casualty or miscellaneous business and incorporated under the
4 laws of any other state or government may be admitted to
5 do the kinds of business enumerated in section one of this

6 article by otherwise complying with the laws of this state
7 relative to the admission of foreign insurance companies and
8 by complying with all of the provisions of this article:
9 *Provided*, That the deposit required in section four of this
10 article of companies incorporated under this article, shall not
11 be required of companies incorporated under the laws of any
12 other state or government, if a certificate is filed showing that
13 a general deposit of equal amount is being maintained with
14 the proper official in the state in which it is incorporated or,
15 if an alien company, in some other state of the United States.

Sec. 8. Companies organized and doing business under this
2 article and companies admitted to transact business in this
3 state, under this article, shall be required to comply with all
4 of the laws of this state governing the operations of insurance
5 companies if such laws are not inconsistent with the provisions
6 of this article, and the taxes and fees imposed upon insurance
7 companies by the laws of this state shall apply to companies
8 organized or admitted to do business in this state under this
9 article.

Sec. 9. No policy of insurance against loss from sickness,
2 or loss or damage from bodily injury or death of the insured

3 by accident, shall be issued or delivered by any stock or mutual
4 casualty company, or any stock or mutual life insurance com-
5 pany issuing such policies, to any person in this state until
6 a copy of the form thereof, and of the classification of risks
7 and the premium rates pertaining thereto, have been filed with
8 the insurance commissioner, nor shall such policy be so issued
9 or delivered until the expiration of thirty days after it has
10 been so filed, unless the insurance commissioner shall sooner
11 give his written approval thereto. If the insurance commis-
12 sioner shall notify in writing the company, corporation, asso-
13 ciation, or other insurer which has filed such form that it does
14 not comply with the requirements of law, specifying the reasons
15 for his opinion, it shall be unlawful thereafter for any such
16 insurer to issue any policy in such form. The action of the
17 insurance commissioner in this regard shall be subject to re-
18 view in the mode and manner prescribed by section thirteen,
19 article two, of this chapter.

Sec. 10. No such policy shall be issued or delivered, except
2 subject to the following conditions: (a) Unless the entire
3 money and other consideration therefor be expressed in the
4 policy; nor (b) unless the time at which the insurance there-

5 under takes effect and terminates be stated in a portion of
6 the policy preceding its execution by the insurer; nor (c) if the
7 policy purports to insure more than one person; nor (d) unless
8 every printed portion thereof and of any endorsements or
9 attached papers shall be plainly printed in type of which the
10 face shall be not smaller than ten point; nor (e) unless a
11 brief description thereof be printed on its first page and on
12 its filing back in type of which the face shall be not smaller
13 than fourteen point; nor (f) unless the exceptions of the policy
14 be printed with the same prominence as the benefits to which
15 they apply; nor (g) unless any portion of such policy which
16 purports, by reason of the circumstances under which a loss
17 is incurred, to reduce any indemnity promised therein to an
18 amount less than that provided for the same loss occurring
19 under ordinary circumstances shall be printed in bold face
20 type and with greater prominence than any other portion
21 of the text of the policy.

Sec. 11. Every such policy so issued shall contain certain
2 standard provisions, which shall be in the words and in the
3 order hereinafter set forth, and be preceded in every policy
4 by the caption "Standard Provisions." In each such standard

5 provision as hereinafter set forth, wherever the word "insurer"
6 is used, there shall be substituted therefor the word "Com-
7 pany," or "corporation," or "association," or "society," as
8 the case may be, in printing such standard provisions as a
9 part of such policy. Such standard provisions shall be:

10 (a) A standard provision relative to the contract **which**
11 may be in either of the following two forms: form (A), to
12 be used in policies which do not provide for reduction of
13 indemnity on account of change of occupation, and form (B),
14 to be used in policies which do so provide. If form (B) is
15 used, and the policy provides indemnity against loss from
16 sickness, the words "or contracts sickness" may be inserted
17 therein immediately after the words "in the event that the
18 insured is injured."

19 (A)—1. This policy includes the endorsements and at-
20 tached papers, if any, and contains the entire contract of in-
21 surance. No reduction shall be made in any indemnity herein
22 provided by reason of change in the occupations of the in-
23 sured or by reason of his doing any act or thing pertaining
24 to any other occupation.

25 (B)—1. This policy includes the endorsements and at-

26 tached papers, if any, and contains the entire contract of in-
27 surance except as it may be modified by the insurer's classifi-
28 cation of risks and premium rates in the event that the in-
29 sured is injured after having changed his occupation to one
30 classified by the insurer as more hazardous than that stated
31 in the policy, or while he is doing any act or thing pertaining
32 to any occupation so classified, except ordinary duties about
33 his residence or while engaged in recreation, in which event
34 the insurer will pay only such portion of the indemnities
35 provided in the policy as the premium paid would have pur-
36 chased at the rate but within the limits so fixed by the in-
37 surer for such more hazardous occupation.

38 If the law of the state in which the insured resides at
39 the time this policy is issued requires that prior to its issue
40 a statement of the premium rates and classification of risks
41 pertaining to it shall be filed with the state official having
42 supervision of insurance in such state, then the premium
43 rates and classification of risks mentioned in this policy shall
44 mean only such as have been last filed by the insurer in
45 accordance with such law, but if such filing is not required
46 by such law then they shall mean the insurer's premium rates

47 and classification of risks last made effective by it in such
48 state prior to the occurrence of the loss for which the insurer
49 is liable.

50 (b) A standard provision relative to changes in the con-
51 tract, which shall be in the following form :

52 2. No statement made by the applicant for insurance not
53 included herein shall avoid the policy or be used in any legal
54 proceeding hereunder. No agent has authority to change this
55 policy or to waive any of its provisions. No change in this
56 policy shall be valid unless approved by an executive officer
57 of the insurer and such approval be endorsed hereon.

58 (c) A standard provision relative to reinstatement of
59 policy after lapse, which may be in either of the three follow-
60 ing forms: form (A), to be used in policies which insure only
61 against loss from accident; form (B), to be used in policies
62 which insure only against loss from sickness; and form (C),
63 to be used in policies which insure against loss from both
64 accident and sickness.

65 (A)—3. If default be made in the payment of the agreed
66 premium for this policy, the subsequent acceptance of a
67 premium by the insurer or by any of its duly authorized

68 agents shall reinstate the policy but only to cover loss result-
69 ing from accidental injury thereafter sustained.

70 (B)—3. If default be made in the payment of the agreed
71 premium for this policy, the subsequent acceptance of a
72 premium by the insurer or by any of its duly authorized
73 agents shall reinstate the policy but only to cover such sick-
74 ness as may begin more than ten days after the date of such
75 acceptance.

76 (C)—3. If default be made in the payment of the agreed
77 premium for this policy, the subsequent acceptance of a
78 premium by the insurer or by any of its duly authorized
79 agents shall reinstate the policy but only to cover accidental
80 injury thereafter sustained and such sickness as may begin
81 more than ten days after the date of such acceptance.

82 (d) A standard provision relative to time of notice of
83 claim, which may be in either of the three following forms:
84 form (A), to be used in policies which insure only against
85 loss from accidents; form (B), to be used in policies which
86 insure only against loss from sickness; and form (C), to be
87 used in policies which insure against loss from both accident
88 and sickness. If form (A) or (C) is used, the insurer may,

89 at its option, add thereto the following sentence: "In event
90 of accidental death immediate notice thereof must be given
91 to the insurer."

92 (A)—4. Written notice of injury on which claim may be
93 based must be given to the insurer within twenty days after
94 the date of the accident causing such injury.

95 (B)—4. Written notice of sickness on which claim may be
96 based must be given to the insurer within ten days after the
97 commencement of the disability from such sickness.

98 (C)—4. Written notice of injury or of sickness on which
99 claim may be based must be given to the insurer within
100 twenty days after the date of the accident causing such in-
101 jury or within ten days after the commencement of disability
102 from such sickness.

103 (e) A standard provision relative to sufficiency of notice
104 of claim, which shall be in the following form, and in which
105 the insurer shall insert, in the blank space, such office and
106 its location as it may desire to designate for such purpose
107 of notice:

108 5. Such notice given by or in behalf of the insured or
109 beneficiary, as the case may be, to the insurer at

110 or to any authorized agent of the insurer, with particulars
111 sufficient to identify the insured, shall be deemed to be notice
112 to the insurer. Failure to give notice within the time pro-
113 vided in this policy shall not invalidate any claim if it shall
114 be shown not to have been reasonably possible to give such
115 notice and that notice was given as soon as was reasonably
116 possible.

117 (f) A standard provision relative to furnishing forms
118 for the convenience of the insured in submitting proof of
119 loss, as follows:

120 6. The insurer upon receipt of such notice, will furnish
121 to the claimant such forms as are usually furnished by it
122 for filing proofs of loss. If such forms are not so furnished
123 within fifteen days after the receipt of such notice, the
124 claimant shall be deemed to have complied with the require-
125 ments of this policy as to proof of loss upon submitting within
126 the time fixed in the policy for filing proofs of loss, written
127 proof covering the occurrence, character and extent of the
128 loss for which claim is made.

129 (g) A standard provision relative to filing proof of loss,

130 which shall be in such one of the following forms as may
131 be appropriate to the indemnities provided:

132 (A)—7. Affirmative proof of loss must be furnished to the
133 insurer at its said office within ninety days after the date
134 of the loss for which claim is made.

135 (B)—7. Affirmative proof of loss must be furnished to
136 the insurer at its said office within ninety days after the
137 termination of the period of disability for which the com-
138 pany is liable.

139 (C)—7. Affirmative proof of loss must be furnished to
140 the insurer at its said office in case of claim for loss of time
141 from disability within ninety days after the termination of
142 the period for which the insurer is liable, and in case of
143 claim for any other loss, within ninety days after the date
144 of such loss.

145 (h) A standard provision relative to examination of the
146 person of the insured, and relative to autopsy, which shall
147 be in the following form:

148 8. The insurer shall have the right and opportunity to
149 examine the person of the insured when and so often as it
150 may reasonably require during the pendency of claim here-

151 under, and also the right and opportunity to make an autopsy
152 in case of death where it is not forbidden by law.

153 (i) A standard provision relative to the time within
154 which payments, other than those for loss of time on account
155 of disability shall be made, which provision may be in either
156 of the following two forms, and which may be omitted from
157 any policy providing only indemnity for loss of time on
158 account of disability. The insurer shall insert, in the blank
159 space, either the word "Immediately," or appropriate language
160 to designate such period of time, not more than sixty days,
161 as it may desire: Form (A), shall be used in policies which
162 do not provide indemnity for loss of time on account of
163 disability; and form (B), shall be used in policies which do
164 so provide:

165 (A)—9. All indemnities provided in this policy will be
166 paid.....after receipt of due proof.

167 (B)—9. All indemnities provided in this policy for loss
168 other than that of time on account of disability will be paid
169after receipt of due proof.

170 (j) A standard provision relative to periodical payments
171 of indemnity for loss of time on account of disability, which

172 provision shall be in the following form, and which may be
173 omitted from any policy not providing for such indemnity.
174 The insurer shall insert, in the first blank space of the form,
175 appropriate language to designate the proportion of accrued
176 indemnity it may desire to pay, which proportion may be all
177 or any part not less than one-half, and, in the second blank
178 space, shall insert any period of time not exceeding sixty
179 days:

180 10. Upon request of the insured and subject to due proof
181 of loss.....accrued indemnity for loss of time
182 on account of disability will be paid at the expiration of each
183during the continuance of the period for
184 which the insurer is liable, and any balance remaining un-
185 paid at the termination of such period will be paid im-
186 mediately upon receipt of due proof.

187 (k) A standard provision relative to indemnity payments,
188 which may be in either of the two following forms: form (A),
189 to be used in policies which designate a beneficiary; and form
190 (B), to be used in policies which do not designate any
191 beneficiary other than the insured:

192 (A)—11. Indemnity for loss of life of the insured is pay-

193 able to the beneficiary if surviving the insured, and other-
194 wise to the estate of the insured. All other indemnities of
195 this policy are payable to the insured.

196 (B)—11. All the indemnities of this policy are payable to
197 the insured.

198 (1) A standard provision providing for cancellation of the
199 policy at the instance of the insured, which shall be in the
200 following form:

201 12. If the insured shall at any time change his occupation
202 to one classified by the insurer as less hazardous than that
203 stated in the policy, the insurer, upon written request of the
204 insured and surrender of the policy, will cancel the same and
205 will return to the insured the unearned premium.

206 (m) A standard provision relative to the right of the
207 beneficiary under the policy, which shall be in the following
208 form, and which may be omitted from any policy not desig-
209 nating a beneficiary:

210 13. Consent of the beneficiary shall not be requisite to
211 surrender or assignment of this policy, or to change of
212 beneficiary, or to any other changes in the policy.

212-a (n) A standard provision limiting the time within which

213 suit may be brought upon the policy, as follows:

214. 14. No action at law or in equity shall be brought to
215 recover on this policy prior to the expiration of sixty days
216 after proof of the loss has been filed in accordance with the
217 requirements of this policy, nor shall such action be brought
218 at all unless brought within two years from the expiration
219 of the time within which proof of loss is required by the
220 policy.

221 (o) A standard provision relative to time limitations of
222 the policy as follows:

223 15. If any time limitation of this policy with respect to
224 giving notice of claim or furnishing proof of loss is less than
225 that permitted by the law of the state in which the insured
226 resides at the time this policy is issued, such limitation is
227 hereby extended to agree with the minimum period permitted
228 by such law.

Sec. 12. No such policy shall be so issued or delivered which
2 contains any provision (a) relative to cancellation at the in-
3 stance of the insurer, or (b) limiting the amount of indemnity
4 to a sum less than the amount stated in the policy and for
5 which the premium has been paid, or (c) providing for the

6 deduction of any premium from the amount paid in settle-
7 ment of claim, or (d) relative to other insurance by the same
8 insurer, or (e) relative to the age limits of the policy, unless
9 such provisions, which are hereby designated as optional
10 standard provisions, shall be in the words and in the order in
11 which they are hereinafter set forth; but the insurer may, at
12 its option, omit from the policy any such optional standard
13 provision. Such optional standard provisions, if inserted in
14 the policy, shall immediately succeed the standard provisions
15 named in the preceding section of this article and shall be as
16 follows:

17 (a) An optional standard provision relative to cancellation
18 of the policy at the instance of the insurer, as follows:

19 16. The insured may cancel this policy at any time by
20 written notice delivered to the insured or mailed to his last
21 address, as shown by the records of the insurer, together with
22 cash or the insurer's check for the unearned portion of the
23 premiums actually paid by the insured, and such cancellation
24 shall be without prejudice to any claim originating prior
25 thereto.

26 (b) An optional standard provision relative to reduction of

27 the amount of indemnity to a sum less than that stated in the
28 policy as follows:

29 17. If the insured shall carry with another company, corpo-
30 ration, association or society other insurance covering the same
31 loss without giving written notice to the insurer, then in that
32 case the insurer shall be liable only for such portion of the
33 indemnity promised as the said indemnity bears to the total
34 amount of like indemnity in all policies covering such loss,
35 and for the return of such part of the premium paid as shall
36 exceed the pro rata for the indemnity thus determined.

37 (c) An optional standard provision relative to deduction of
38 premium upon settlement of claim, as follows:

39 18. Upon the payment of any claim hereunder any premium
40 then due and unpaid or covered by any note or written order
41 may be deducted therefrom.

42 (d) An optional standard provision relative to other in-
43 surance by the same insurer, which shall be in such one of the
44 following forms as may be appropriate to the indemnities pro-
45 vided, and in the blank spaces of which the insurer shall insert
46 such upward limits of indemnity as are specified by the in-
47 surer's classification of risks, filed as required by this article:

48 (A)—19. If a like policy or policies, previously issued by
 49 the insurer to the insured be in force concurrently herewith,
 50 making the aggregate indemnity in excess of \$.....
 51 the excess insurance shall be void and all premiums paid for
 52 such excess shall be returned to the insured.

53 (B)—19. If a like policy or policies, previously issued by
 54 the insurer to the insured be in force concurrently herewith,
 55 making the aggregate indemnity for loss of time on account
 56 of disability in excess of \$.....weekly, the excess
 57 insurance shall be void and all premiums paid for such excess
 58 shall be returned to the insured.

59 (C)—19. If a like policy or policies, previously issued by
 60 the insurer to the insured be in force concurrently herewith,
 61 making the aggregate indemnity for loss other than that of
 62 time on account of disability in excess of \$.....,
 63 or the aggregate indemnity for loss of time on account of
 64 disability in excess of \$.....weekly, the excess in-
 65 surance of either kind shall be void and all premiums paid
 66 for such excess shall be returned to the insured.

67 (e) An optional standard provision relative to the age
 68 limits of the policy, which shall be in the following form, and

69 in the blank spaces of which the insurer shall insert such
70 number of years as it may elect:

71 20. The insurance under this policy shall not cover any
72 person under the age ofyears nor over the age
73 of.....years. Any premium paid to the insurer for
74 any period not covered by this policy will be returned upon
75 request.

Sec. 13. Policies of insurance against accidental bodily in-
2 jury or sickness, issued by an insurer not organized under
3 the laws of this state, may contain, when issued in this state,
4 any provision which the law of the state, territory or district
5 of the United States or country, under which the insurer is
6 organized, prescribes for insertion in such policies. Policies
7 of insurance against accidental bodily injury or sickness,
8 issued by an insurer organized under the laws of this state,
9 may contain, when issued or delivered in any other state,
10 territory, district, or country, any provision required by the
11 laws of the state, territory, district, or country in which the
12 same are issued, anything in this article to the contrary not-
13 withstanding.

Sec. 14. No such policy shall be issued or delivered if it

2 contains any provision contradictory, in whole or part, of any
3 of the provisions hereinbefore, in this article, designated as
4 “Standard Provisions” or as “Optional Standard Provisions”,
5 nor shall any endorsements or attached papers vary, alter,
6 extend, or be used as a substitute for, or in any way conflict
7 with, any of the said “Standard Provisions” or the said
8 “Optional Standard Provisions”, nor shall such policy be so
9 issued or delivered if it contains any provision purporting to
10 make any portion of the charter, constitution, or by-laws of
11 the insurer a part of the policy, unless such portion of the
12 charter, constitution, or by-laws shall be set forth in full in
13 the policy; but this prohibition shall not be deemed to apply
14 to any statement of rates or classification of risks, filed with
15 the insurance commissioner in accordance with the provisions
16 of this article.

Sec. 15. No alteration of any written application for in-
2 surance, by erasure, insertion, or otherwise, shall be made by
3 any person other than the applicant, without his written con-
4 sent, and the making of any such alteration without the con-
5 sent of the applicant shall be a misdemeanor. If such alter-
6 ation shall be made by any officer of the insurer, or by any

7 employee of the insurer with the insurer's knowledge or con-
8 sent, then such act shall be deemed to have been performed
9 by the insurer thereafter issuing the policy upon such altered
10 application. The commissioner may revoke the license of the
11 insurer for any violation of this section.

Sec. 16. The acknowledgment by any insurer of the receipt
2 of notice given under any policy covered by this article or
3 the furnishing of forms for filing proofs of loss, or the accept-
4 ance of such proofs, or the investigation of any claims there-
5 under, shall not operate as a waiver of any of the rights of
6 the insurer in defense of any claim arising under such policy.

Sec. 17. A policy issued in violation of this article shall
2 be held valid, but shall be construed as provided herein; and,
3 when any provision in such policy is in conflict with any pro-
4 vision of this article, such provision of the policy so conflicting
5 shall be invalid, and the policy shall be deemed to contain the
6 standard provisions required by this article.

Sec. 18. Discrimination between individuals of the same
2 class in the amount of premiums or rates charged for any
3 policy of insurance covered by this article, or in the benefits

4 payable thereon, or in any of the terms or conditions of such
5 policy, or in any other manner whatsoever, is prohibited.

Sec. 19. Any insurer, or any officer or agent thereof, who
2 issues or delivers to any person in this state any policy, or
3 alters any written application for insurance, in willful violation
4 of the provisions of this article, shall be guilty of a misdemeanor,
5 and, upon conviction thereof shall be sentenced to pay a fine
6 of not more than three hundred dollars for each offense. The
7 insurance commissioner may revoke the license of any com-
8 pany, corporation, association or other insurer of another state
9 or country, or of the agent thereof, which or who wilfully
10 violates any of said provisions.

Sec. 20. (a) Nothing in this article, however, shall apply
2 to or affect any policy of liability or workmen's compensation
3 insurance or any policy of insurance on which the premiums
4 are payable weekly or any group, general or blanket policy
5 of insurance issued to any municipal corporation or depart-
6 ment thereof, or to any corporation, co-partnership, associa-
7 tion or individual employer, police or fire department, under-
8 writer's corps, salvage bureau, or to any association having a
9 constitution or by-laws and formed in good faith for purposes

10 other than that of obtaining insurance, where the officers,
11 members or employees or classes or departments thereof are
12 insured for their individual benefit against specified accidental
13 bodily injuries or sickness while exposed to the hazards of the
14 occupation or otherwise.

15 (b) Nothing in this article shall apply to nor in any way
16 affect life insurance, endowment or annuity contracts or con-
17 tracts supplemental thereto which contain no provisions relat-
18 ing to accident or health insurance except (a) such as provide
19 additional benefits in case of death by accidental means, and
20 except (b) such as operate to safeguard such contracts against
21 lapse, or to give a special surrender value, or special benefit,
22 or an annuity, in the event that the insured or annuitant shall
23 become totally and permanently disabled as defined by the con-
24 tract or supplemental contract.

25 (c) Nothing in this article shall apply to or in any way
26 affect fraternal benefit societies.

27 (d) The provisions of this article contained in clause (e)
28 of section ten and in clauses (b), (c), (h), and (i) of section
29 eleven, may be omitted from transportation ticket policies.

Sec. 21. If any section, paragraph, sentence, clause, word

2 and/or application of any part hereof be held unconstitutional
3 the same shall not affect the validity of the remaining portions.
4 All acts and parts of acts in conflict with the provisions of
5 this act are hereby repealed.

I certify that the foregoing act, having been presented to the Governor for his approval, and not having been returned by him to the House of the Legislature in which it originated within the time prescribed by the constitution of the state, has become a law without his approval.

This the *15th* day of *March*,

19*25*.....


SECRETARY OF STATE

The Joint Committee on Enrolled Bills hereby certifies that the foregoing bill is correctly enrolled.

Clinton L. Howard

Chairman Senate Committee

Arnold M. Tickers

Chairman House Committee

Originated in the

Senate

Takes effect

from

passage.

Maury Minner

Clerk of the Senate

Mo S. Hall

Clerk of the House of Delegates

Chas. E. Hoops

President of the Senate

Stewart Peltier

Speaker House of Delegates

The within.....this the.....

day of....., 1935.

Governor

Filed in the office of the Secretary of State
of West Virginia. **MAR 15 1935**

Wm. S. O'BRIEN,
Secretary of State