

- 159. Taxes, fees, reserves, reports, examinations, publication, etc.
- 160. Tax on premiums; exemption.
- 161. Reinsurance.
- 162. Resident agent; policy forms.
- 163. Dividends on policies.
- 164. Impairment of assets; insolvency.
- 165. Rules for prevention of accidents.
- 166. Employer and employees may agree upon scheme of compensation.
- 167. Penalties.
- 168. Inconsistent provisions of law repealed.

Reciprocal Exchanges and Inter-Insurers.

- 169. Reciprocal or inter-insurance contracts; exemptions.
- 170. Execution of such contracts.
- 171. Attorney shall file verified declaration.
- 172. Service of process.
- 173. Limit of liability.
- 174. Reserves; impairment of assets.
- 175. Annual reports; examinations.
- 176. All domestic corporations authorized to exchange contracts of insurance.
- 177. Certificate of authority.
- 178. Taxes and fees; agents' licenses.
- 179. Penalties.

Fraternal Beneficiary Associations.

- 180. Defined.
- 181. Lodge system defined.
- 182. Representative form of government defined.
- 183. Exemptions.
- 184. Benefits.
- 185. Beneficiaries.
- 186. Qualifications for membership.
- 187. Certificate.
- 188. Funds.
- 189. Deferred payments.
- 190. Investments.
- 191. Distribution of funds.
- 192. Organization.
- 193. Existing corporation, reincorporation.
- 194. Mergers and transfers.
- 195. Annual license.
- 196. Admission of foreign associations.
- 197. Reincorporation of foreign associations.
- 198. Service of process.
- 199. Place of meeting.
- 200. Liability of officers and members.
- 201. Limitation upon power to waive provisions of association's laws.
- 202. Benefits exempt from execution.
- 203. Amendments to Constitution and laws.
- 204. Annual reports.

205. When a New York superintendent of insurance in whom the law of that state vested a discretion to refuse a foreign insurance company a license, unjustifiably refuses such license to a Maryland company, the Maryland insurance commissioner, as a measure of retaliation under this section, is justified in refusing a license to a similar New York company, although such company had complied with the requirements of art. 23, sec. 182, An. Code, 1912. Design and operation of this section. *Talbott v. Fidelity, etc., Co.*, 74 Md. 541.

This section referred to in construing art. 23, sec. 182, An. Code, 1912—see notes thereto (this footnote). *Oland v. Agricultural Ins. Co.*, 69 Md. 251.

For a case dealing with the act of 1878, ch. 106, sec. 36, see *State v. Insurance Co. of North America*, 55 Md. 494.

Cited but not construed in *Metropolitan Ins. Co. v. Dempsey*, 72 Md. 293.

213. Statements held material. Query whether a statement was a misrepresentation or untrue statement of the facts as they existed when the policy was applied for. Reference to the future. See notes to art. 101, sec. 15. *U. S. Fidelity & Guaranty Co. v. Taylor*, 132 Md. 519.

Innocent and immaterial misstatements of fact in application for health insurance do not avoid the policy; jury questions; burden of proof; estoppel. *Prayers. Evidence. Casualty Co. v. Schwartz*, 143 Md. 457.

Whether misstatements in the application for the insurance are false and material to the risk, and whether they are made in bad faith, are ordinarily questions of fact for the jury, but where the evidence is clear and uncontradicted, the court may rule as a matter of law. Evidence of good faith and fraud. Object of this section. *Maryland Casualty Co. v. Gehrman*, 96 Md. 648; *Aetna Life Ins. Co. v. Millar*, 113 Md. 693; *Monahan v. Mutual Ins. Co.*, 103 Md. 156; *Mutual Ins. Co. v. Mullan*, 107 Md. 463.

This section is remedial and to be liberally construed. It is applicable to a contract of insurance made in Maryland by a mutual insurance company of the state of New York, although the contract provides that it is subject to the charter of the company and the laws of New York. The burden of proof that misrepresentations or untrue statements were made and that they were material to the risk or were not made in good faith, is upon the insurance company. Proper prayer under this section. *Mutual Life Ins. Co. v. Mullan*, 107 Md. 460.

There is no occasion, in a case of actual fraud, to extend by judicial construction application of clause providing for indefeasibility. Life Insurance policy—rescission. *Steigler v. Eureka Life Ins. Co.*, 146 Md. 641.