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INSURANCE

HERBERT A. KUVIN*

Since the last Survey on this subject,¹ the Florida Supreme Court reported 17 cases and the federal courts reported 10 cases on matters involving insurance, either directly or indirectly. Since the case of *Erie Railroad v. Tompkins*² and the cases which have followed it, the federal courts have followed state law; therefore, no distinction or comment is made as to any differentiation among the decisions.

After an examination of all of the decisions, the inescapable conclusion arrived at is that the courts of this jurisdiction adhere to the established philosophy of determining issues relative to and construing relative rights arising out of insurance policies on the basis that the insurance company should bear the loss unless the contract is unambiguous and the proof of liability is not susceptible of any other interpretation.

STATE REGULATION

A hearing called by the Insurance Commissioner for the determination of whether the insurance agent's license should or should not be revoked was held to be a judicial or quasi-judicial proceeding. Therefore, statements made in the course of such proceedings were absolutely privileged and an action for libel, founded on statements made during such hearing, will not lie.³

Prior to the enactment of Florida Statute, Sections 635.27—635.33, which makes provision relative to the type of investments of life insurance company funds and the percentages of assets which may be invested in stocks of other corporations, it was not ultra vires and it was legal for one life insurance company to purchase and acquire the controlling stock of another life insurance company, provided its certificate of incorporation authorized it to so do.⁴

SCOPE AND COVERAGE OF POLICIES

Exemptions

The statute exempting cash surrender values of life insurance policies from attachment, garnishment or legal process has been liberally construed in favor of the insured to effect the social purposes originally intended. Even though the policy was issued while the debtor was a resident of another state where he resided for quite a while, accumulated a large cash surrender value thereon, then moved to Florida and became a resident

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1. 8 Miami L.Q. 348 (1954).

2. 304 U.S. 64 (1937).

3. *Robertson v. Industrial Ins. Co.*, 75 So.2d 198 (Fla. 1954).

4. *Central Life Ins. Co. v. Afro-American Life Ins. Co.*, 74 So.2d 363 (Fla. 1954).

here, the court refused to permit the garnishment by a judgment creditor upon that portion of the cash surrender value accumulated while a non-resident of this state.⁵ Apparently, the criteria is that the debtor is a citizen and resident of Florida at the time the legal process was attempted and such insurance was not effected in fraud of creditors, at the time of its inception.

Coverage exemptions may be agreed upon subsequent to the issuance and delivery of the policy and by collateral documents.⁶ Where the insured collected on an original policy, which was later cancelled and then reinstated with a "rider" (separate agreement) to the effect that said policy coverage would not insure for the same injury, it was held that said subsequent agreement became part of the policy and modified the same.

Exclusions

Where the language is clear and unambiguous, the provisions of policies will be construed to give true effectiveness to the intent of the parties as evidenced by the policy contract. A flying service was insured against liability, except for injury or damage caused by spraying chemicals or dusting powders. The Supreme Court of Florida held that a judgment creditor who recovered judgment for damages to his tropical fish by sprayed DDT could not cause the insurer to pay such judgment.⁷

A life insurance policy provided for payment upon proof of death of the insured as a direct result of bodily injury sustained through external, violent and accidental means, but also contained a provision that the company was not liable should death result directly or indirectly from the intentional act of any person. In the case of *Golden v. Independent Life and Accident Ins. Co.*,⁸ where death was caused by a stab wound inflicted with the intention to do bodily injury, although not with intent to kill, it was held that the exclusion was valid, and no recovery allowed.

In a case involving a pilot's "accidental means death benefit life policy," excluding death from travel or flight in any kind of aircraft while insured is participating in aviation, recovery was denied since the contract provided for specific non-coverage.⁹

A policy insuring against loss by accidental injuries and death, excluding injuries where there was no visible external contusions or wounds causing death, was not enforceable against the company unless the claimant proved death was caused by visible and external means.¹⁰ Even though

5. Slatcoff v. Dezen, 76 So.2d 792 (Fla. 1954).

6. Rigel v. National Casualty Co., 76 So.2d 285 (Fla. 1954).

7. Federal Ins. Co. v. McNichols, 77 So.2d 454 (Fla. 1955).

8. 77 So.2d 841 (Fla. 1955).

9. N.Y. Life Ins. Co. v. Jones, 224 F.2d 33 (5th Cir. 1955).

10. Voelker v. Combined Ins. Co. of America, 73 So.2d 403 (Fla. 1954).

the assured-deceased was found drowned, and his car was damaged near the place of drowning, compounding of inferences was not permitted.

Auto liability policies, containing the exclusion that insurance shall not apply to bodily injury, sickness, disease or death of any of the employees of the insured while engaged in their employment, were enforced by the court in a situation where an employee of the insured, while being transported from the scene of a logging job to his home, attempted to free the truck which had become stuck in the mire.¹¹ Where an employee, exempt from workmen's compensation requirements, was a passenger in the insured-employer's auto while he was injured, he was nevertheless an "employee" within the intent of the exclusion provision of the policy.¹² However, in one case, the court in order to permit recovery on behalf of the passenger-claimant, interpreted the facts to construe the relationship as that of an *independent contractor*, not *employee*, and therefore not within the exclusion.¹³

MAKING THE CONTRACT

Premiums

Possession of the policy by the insured at the time of his death, raised a rebuttable presumption of payment of the premium, and unless rebutted, the beneficiary was entitled to a directed verdict as to whether or not the first premium had been paid.¹⁴

Failure to pay the premium when due, including the grace period, caused a lapse of the policy and no recovery could be had thereon.¹⁵

What Constitutes the Contract

Subsequent agreements limiting or excluding liability expressed in the original policy, provided the original policy was cancelled and reinstated with the exclusion or limitation of liability attached thereto, were held to constitute a part of the original contract as though recited herein.¹⁶ Whether or not such subsequent agreement would have been considered a part of the original contract, without the cancellation of the original policy and the reinstatement of same with the agreement attached at time of reinstatement, the court did not discuss. By implication, however, the court followed the principle that reinstatement is not a continuation of the original policy but is in effect a new contract of insurance. This situation would not violate the law of contracts, since modification of an existing contract by subsequent agreement is legally valid, provided that a valid consideration is found to have existed.

11. *Inland Mutual Ins. Co. v. Ellzey*, 166 F. Supp. 748 (D.C. Fla. 1954).

12. *Employers Liability Assurance Corp. v. Owens*, 78 So.2d 104 (Fla. 1955).

13. *National Surety Corp. v. Windham*, 74 So.2d 549 (Fla. 1954).

14. *American Home Mutual Life Ins. Co. v. Gibson*, 72 So.2d 347 (Fla. 1954).

15. *Colonial Life & Acc. Ins. Co. v. Dorman*, 221 F.2d 347 (5th Cir. 1955).

16. See note 6 *supra*.

Apparently where the parties agreed or intended that all documents executed at the same time shall constitute the complete contract between the parties, and such agreement or intention was clearly disclosed by the evidence, the courts will enforce the agreement. A "receipt for collateral security" executed by a judgment debtor to a surety company in furtherance of its issuing a supersedeas bond was held to be part of the contract between the parties and constituted a valid assignment of the assets described therein even as against a trustee in bankruptcy of the insured or principal of such surety bond.¹⁷

CONCEALMENT, REPRESENTATION AND WARRANTIES

The State of Florida does not have any statute (as do other states)¹⁸ which does away with the distinction between representations or warranties in life insurance policies, and except for Chapter 29732, Laws of Florida of 1955 (which is set forth in the statutory subdivision of this article) Florida follows the common law. The Florida courts refer to these provisions and conditions as "provisions" or terms of the policy, but in effect they have followed the statutory law of other states in construing such policy provisions.

Sound Health Warranty

This provision in a life insurance policy, amounting to a warranty, or a condition precedent to the consummation of the contract, has been considered as a reasonable "provision" in such matters. Where the named insured was established not to be in sound health at the time the policy was delivered to him, no recovery could be had under said contract, since the contract did not come into being. In a situation where a lady obtained a policy of insurance on the life of her sister, who at the time of the application was in the hospital being treated for a brain cancer of which she died, the court refused recovery against the insurer.¹⁹ The same resulted in a matter where the insured died of rheumatic fever a few months after issuance and delivery of the life insurance policy and it was further established that she entered the hospital for treatment shortly after delivery of her policy and had previously been hospitalized for the same ailment three times.²⁰

Since the above type of statutes refer to life insurance, the confusion is not apt to occur with respect to marine insurance. The court, in a matter involving the question of "seaworthiness" of a vessel, held that the allegation that the vessel was not seaworthy was an affirmative defense which the company must plead and prove. It further held that there is a pre-

17. *E.g.*, McClure v. Fidelity & Casualty Co. of N.Y., 219 F.2d 544 (5th Cir. 1955).

18. *E.g.* Minnesota Statutes § 60.58.

19. *Independant Life & Acc. Ins. Co. v. Roddam*, 81 So.2d 221 (Fla. 1955).

20. *Gulf Life Ins. Co. v. Green*, 80 So.2d 321 (Fla. 1955).

sumption that every vessel is seaworthy until the contrary is proved, and where the defense is predicated on the fact that the vessel was not sufficiently manned, it was a nautical fact dependent upon nautical testimony and was a jury question and not one for the court.²¹

WAIVER AND ESTOPPEL

Only two cases were considered during this period. One was not decided directly on the issue of waiver and estoppel, but in effect, it evoked these equitable principles when the case held that possession of a life insurance policy raised the presumption of payment of the first premium, since obviously an insurance agent would not deliver a policy which required first payment to be made, before it became effective. Therefore, since the company did deliver the policy, it should in effect be estopped by at least a rebuttable presumption.²²

The other case held that the court, of its own motion, cannot raise the issue of estoppel or waiver, but that it is an issue that must be raised by the litigants by proper pleading.²³

RIGHTS OF PARTIES

Creditor

A judgment creditor proceeded by garnishment against the cash surrender values of certain life insurance policies issued by the companies upon the life of the debtor. Relying upon the statutory exemption in Florida Statute, Section 22.14, the court decided that unless it was alleged and proved that the policies were taken out in fraud of creditors or in accordance with the provisions of the statute for the benefit of such creditors, there was an exemption from legal action by any judgment creditor. Even though the policies were taken out in some other state, the criteria was whether or not the debtor was a resident of Florida at the time of the attempt to garnish or attach same.²⁴

Assignee

A wife owned property and with her husband jointly executed a note secured by a mortgage on the property. At that time they both executed an assignment of the insurance policy on the life of the husband in which the wife was designated as beneficiary. Subsequently, the mortgagee was designated as beneficiary, and upon default, the mortgagee foreclosed. The court held that even though the mortgagee had paid all of the premiums on the policy, such payments were made for its own benefit and could not be added to the mortgage indebtedness, especially since the said mortgagee had retained the policy and its designation as beneficiary therein.²⁵

21. *Hanover Fire Ins. Co. v. Holcombe*, 223 F.2d 844 (5th Cir. 1955).

22. *American Home Mutual Life Ins. Co. v. Gibson*, 72 So.2d 374 (Fla. 1954).

23. *Colonial Life & Acc. Ins. Co. v. Dorman*, 221 F.2d 347 (5th Cir. 1955).

24. See note 5 *supra*.

25. *Downing v. First National Bank*, 81 So.2d 486 (Fla. 1955).

Contribution between Insurers

A had an accident while driving an automobile which he leased from B. Both carried liability insurance. In an action between the insurers for a declaratory decree as to their relative obligations and liabilities, the court held that where the lessor's policy provided that insurance thereunder did not apply to liability for losses covered on an excess or any other basis by another insurer, and the lessee's policy provided that insurance thereunder was excess insurance over any valid and collectible insurance available to insured, the provision in the lessor's policy was not contrary to public policy, and B's company did not have primary liability as to the lessee's accident.²⁶

Use of Declaratory Judgment Proceedings

Three types of actions have involved the procedure for declaratory decree for the ascertainment of the rights and obligations of parties to insurance policies: to ascertain the effect of "exclusions,"²⁷ construction of subsequent agreements modifying or changing the original policy,²⁸ and, in one such proceeding, a counterclaim by the assured claiming benefits, attorneys' fees and costs.²⁹

General rule

The court has followed the rule of law generally applied to construction of contracts, to the effect that the language will be most strongly construed against the person who drew the contract, and where there is any ambiguity, it will be resolved in favor of the other party.³⁰ The application to insurance policies places the insurer in the position of the person who drew the (contract) policy and therefore the courts have applied the "liberal construction" rule in favor of the insured, unless the language in the policy was plain, clear and unambiguous.³¹

It will be gathered from the decisions considered in the subdivisions of this classification that the courts of Florida, both the state courts and federal courts in this jurisdiction, have construed the policies as contracts between the parties.

Collateral agreements

In health and accident insurance policies, a subsequent agreement of exclusion or non-liability attached to and made a part of the reinstatement

26. *Continental Cas. Co. v. Weeks*, 74 So.2d 367 (Fla. 1954).

27. See note 11 *supra*.

28. See note 7 *supra*.

29. *Peninsular Life Ins. Co. v. Howard*, 72 So.2d 389 (Fla. 1954).

30. *State ex rel Guardian Credit Ind. Corp. v. Harrison*, 74 So.2d 371 (Fla. 1954).

31. *Aetna Casualty and Surety Co. v. Hanna*, 224 F.2d 499 (5th Cir. 1955); *Federal Ins. Co. v. McNichols*, 77 So.2d 454 (Fla. 1955); *Rigel v. Nat'l Cas. Co.*, 76 So.2d 285 (Fla. 1954); see also note 30 *supra*.

of a cancelled policy is construed to be part of the original policy and must be given full force and effect.³²

In surety matters a "receipt for collateral security" executed as an inducement of procurement of surety supersedeas bonds, even though not a part of the surety bond, was construed as part of the transaction and was interpreted in accordance with the plain meaning of the terms. Thus "any and all other indebtedness of the depositor company," made a savings account which was assigned as collateral security, also applicable to and on account of a bond subsequently executed with relation to a matter not connected with the original bond.³³

Total disability

A doctor who had two policies insuring him for disability, developed a skin disease upon his hands so that he could not practice his profession. He was paid insurance benefits for some time, but the company ceased paying, and he brought suit. It was established by medical testimony that the condition of his hands could be cleared up to a great degree if treated by specialists. However, the insured made no efforts to obtain such treatments, but tried to treat himself, although admittedly he was not a skin specialist. The court, reiterating the definition of "total disability," held that it was not necessary for the insured to be bedridden or in a condition of complete helplessness, but went further and held that one suffering from causes which disable him has the duty to avail himself of all reasonable means and remedies to remove the disability before he is entitled to recover permanent and total disability benefits under his policy.³⁴

Accidental death

The court was called upon to determine whether a double indemnity clause, insuring against accidental death "from bodily injuries affected solely through external, violent and accidental means" would be applicable where the insured was found dead floating in a body of water in a public park. A doctor testified that the insured died as the result of accidental drowning, and that his body was covered with contusions on his face, head and arms. At the place where the body was found, the body of water was about 3 feet deep and the doctor testified that a person could not intentionally drown himself in 3 feet of water. It was further established that the insured was intoxicated at the time of his death. The court held that death was by accidental drowning, and that the intoxication of the insured did not relieve the insurer from liability.³⁵

32. *Rigel v. Nat'l Casualty Co.*, 76 So.2d 285 (Fla. 1954).

33. *McClure v. Fidelity & Casualty Co.*, 219 F.2d 544 (5th Cir. 1955).

34. *Mutual Life Ins. Co. v. Ellison*, 223 F.2d 686 (5th Cir. 1955).

35. *Foy v. Mutual Life Ins. Co.*, 127 F. Supp. 916 (N.D. Fla. 1955).

Where a policy contained a provision avoiding liability if death should result directly or indirectly from the intentional act of any person, the insurer was held not liable where the insured's death resulted from a stab wound in the heart intentionally inflicted by a person who intended to stab the insured, even though such person did not intend to kill the insured.³⁶

Where a policy contained a provision that accidental death benefits would not be paid in the event that death resulted from service, travel, or flight in *any kind* of aircraft while the insured was participating in aviation, training in such aircraft or as pilot, officer or other member of such crew, the beneficiary could not recover where the non-scheduled airline pilot was killed in an airplane crash.³⁷

In another drowning case, the court firmly established the rule that the extension of the "inference upon an inference rule" in insurance loss cases would not be permitted beyond the second inference. The insured was found drowned in a canal; the car which he had been driving was found on the bank of the canal in a damaged condition. The court held that the inference that he had been involved in an accident from the situation and condition of his car and the drowning, was inescapable and warranted the inference that he sustained bodily injury while driving the car, but the *second inference* was not such as to warrant a *third or further inference* that such injuries were the sole cause of death by drowning, especially since there was no evidence that his body contained any signs or marks indicating external or internal injuries which could have resulted in his death.³⁸

Damage by lightning

In the case of *Caledonian American Ins. Co. v. Coe*,³⁹ the issue of whether or not a loss was sustained as the result of lightning was a question for the jury. The evidence indicated that there were numerous cracks in the brick veneer on the east and south walls of the house, some of it being pulled loose from the studs and sheeting. There was no damage to the glass, wiring or plumbing or to any of the trees around the dwelling, however, there was evidence that the cracks and damage appeared soon after an electrical storm with lightning striking very near the house. Expert evidence showed that the damage could have been caused by an implosion (air entering a vacuum caused by the lightning striking nearby). Even though faulty construction of the house was copiously proved, the court held that it was a jury question for decision from the inferences, and the verdict for the insured was affirmed.

36. *Golden v. Independant Life & Acc. Ins. Co.*, 77 So.2d 841 (Fla. 1955).

37. *N.Y. Life Ins. Co. v. Jones* 224 F.2d 33 (5th Cir. 1955).

38. *Voelker v. Combined Ins. Co. of America*, 73 So.2d 403 (Fla. 1954).

39. *Caledonian American Ins. Co. v. Coe*, 76 So.2d 272 (Fla. 1954).

Lack of cooperation

It was held that lack of cooperation on the part of the insured, sufficient to exculpate the insurer from liability under the terms of an auto liability policy, was a jury question when it was shown that the insurer exercised good faith and diligence under the contract in requesting the presence of the insured at the trial—whether or not the insured's absence was accidental or incidental.⁴⁰

Lack of notice of action

Insureds, under a comprehensive personal liability policy, were sued to enjoin them from violating a third party's riparian rights. The court of equity transferred the action, after entry of the injunction, to the law side of the court to assess the damages caused to said third party. There were several appeals from both the injunctive decree and from the verdict of assessment of damages. At no time did the insured notify the insurer of the institution or pendency of either or both of these actions. Finally, the assessment of damages was set aside on appeal. It was after this determination that the insureds made demand upon the insurer for reimbursement of attorney's fees, costs, and expenses in litigating these matters. The company denied any liability for said claims and the insureds sued. From a judgment in favor of the insureds, the company appealed. *Held*, reversed. The policy did not apply to equity actions for injunctive relief since the policy was an agreement to pay "damages" because of injury or destruction of property and that injunctions were not damage awards, and hence there would be no obligation to defend. Moreover, since the insureds did not comply with the notice of institution of suit provisions of the policy, the insurer was not liable under said policy. Also, the obligation to defend actions instituted against insureds is limited by and coextensive with the obligation to pay.⁴¹

*Words and Phrases*sound health⁴²other insurance⁴⁴total disability⁴⁶any kind of aircraft⁴⁸lapse⁵⁰seaworthiness⁴³death through accidental means⁴⁵any and all other⁴⁷employee⁴⁹to pay damages⁵¹

40. *Rexford v. Royal Indemnity Co.*, 215 F.2d 693 (5th Cir. 1954).

41. *Actna Casualty & Surety Co. v. Hanna*, 224 F.2d 499 (5th Cir. 1955).

42. See notes 19 and 20 *supra*.

43. See note 21 *supra*.

44. See note 24 *supra*.

45. See notes 8, 10, 29, 35 *supra*.

46. See note 34 *supra*.

47. See note 17 *supra*.

48. See note 9 *supra*.

49. See notes 11, 12, 13 *supra*.

50. See note 15 *supra*.

51. See note 41 *supra*.

ATTORNEYS' FEES

Attorneys' fees are recoverable under Florida Statute Section 625.08. There were five cases which specially considered the question of whether or not the statute was applicable. Four awards were in direct actions by the assureds or beneficiaries against insurance companies on policy claims, or resulting from garnishment proceedings against such insurance companies after judgment obtained against assured.⁵² In one of the cases, an action for declaratory decree was instituted by the insurer. The insured filed a counterclaim for award of damages under the policy and for attorney's fees. The court made the award to the insured and assessed the attorney's fees.⁵³

UNAUTHORIZED INSURER'S SERVICE OF PROCESS ACT

Since the consideration of our statutory provision relative to service of process upon an insurer not duly authorized to transact business in this state (Florida Statute Section 625.28) has been considered and enforced,⁵⁴ a very good case on this question was decided.⁵⁵ While not pertaining strictly to an insurance company, this matter does have insurance aspects therein and the court in so many words decided that the transaction or venture had in Florida was a credit indemnity agreement (an insurance transaction). The court stated: ". . . it would appear without qualification that Guardian is an insurer of delinquent accounts, which have been 'processed' . . ." This, therefore, is a very good case on the constitutionality of the statute for substituted service of process on corporations transacting business in this state.

CONFLICTS OF LAW

While this subject may properly be part of the article on Conflicts of Law, since both of the cases herein discussed had primarily to do with insurance matters, it was deemed necessary to set up this subdivision of the article.

A contract was entered into in a foreign state while assured was a resident there. He later moved to Florida and established his residence here. A judgment was obtained against him and the judgment creditor levied on the cash surrender value of his insurance policies. When the exemption statute of Florida was invoked by the assured, the creditor claimed that the statute did not apply but that the law of the place of the making and delivery of the contract should control. The court held that it did not matter that the policies of insurance were acquired in another state. The interest of the State of Florida under the exemption statute did not arise

52. *Eisenson v. N.Y. Life Ins. Co.*, 132 F. Supp. 363 (N.D.Fla. 1955); see also notes 23, 35, 39 *supra*.

53. See note 29 *supra*.

54. See cases set forth in *FLA. LAW SURVEY*, 8 *MIAMI L.Q.* 348 (1954); also 1954 *INS. L.J.* 411 n. 21.

55. See note 30 *supra*.

until the levy, and the time and place of the levy was the deciding criteria. Therefore, since the defendant-debtor was a resident of this state and the levy was made here, the Florida statute controlled.⁵⁶

Of more importance and a more direct application of the law of conflicts is the case where a beneficiary, a resident of Georgia, made application for and received delivery of an insurance policy on the life of her daughter. She later moved to Florida where she remained a resident, during which time she paid the premiums on the policy to an agent of the insurance company in Florida. In litigation arising over the policy, the insurance company asserted that the law of Georgia should be applied to the construction of the contract. The court held that the law of Florida would be applied, especially with respect to the question of the recovery of attorney's fees under the Florida statute.⁵⁷

See Chapter 29857, Laws 1955, relative to delivery of insurance contracts.

STATUTORY ENACTMENTS AND AMENDMENTS

The Florida legislature was very active in the field of insurance in the 1955 session.⁵⁸

56. *Slatcoff v. Dezen*, 76 So.2d 792 (Fla. 1954).

57. See note 35 *supra*.

58. The following references are to Laws of Florida, 1955:

- | Chapter | Provision |
|---------|---|
| 29618— | Amends the Fire and Casualty Agents qualifications law. |
| 29619— | Amends the Fire and Casualty Law providing for the division of commissions which local agents are to receive for countersigning insurance policies on risks located in Florida. |
| 29620— | Amends Non-admitted Carrier Act to include therein ocean, marine and aviation coverage. |
| 29629— | Amends the section relative to date of qualification and effectiveness of certificate of authorizations and prohibits government owned insurance companies from being licensed here. |
| 29680— | A new act which imposes upon foreign and alien companies the same requirements for doing business here that are imposed on domestic companies. |
| 29653— | This act is intended as a limitation of risk statute and provides that fire, casualty and surety companies licensed to do business in Florida cannot expose themselves to any one single risk in an amount exceeding "two times" that company's policyholders' surplus. |
| 29640— | The insurance adjusters' qualification law. This is not an amendment, but in effect is a complete re-write and should be carefully examined for the new requirements. |
| 29621— | Amends the Bail Bondsmen Qualification Law and sets up new regulations as to registration, classification and limitation of collateral security that may be required by bondsmen. |
| 29963— | Financial Responsibility Law as to automobile liability insurance has been amended and strengthened to provide reasonable assurance of payment of damage claims. |
| 29641— | A new law which provides for the authority for domestication of alien fire and casualty companies operating through a United States branch in Florida. |
| 29643— | Repeals limited surety company statute, Chapter 649. |
| 29730— | Amends Life Insurance Agents' qualification law. |

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- 29731—An enactment which provides for the distribution of Group Insurance Profits received as dividends, premium refunds, rate reductions, commissions or service fees and for assuring that the fund benefits therefrom.
- 29732—Makes provision for Standard Policy Provisions with relation to Ordinary and Industrial life insurance policies and authorizes the Insurance Commissioner to approve or disapprove all life insurance policy provisions and forms.
- 29642—Amends Accident and Health Agents' qualification laws.
- 29733—Amends Chapter 642.04(2) relating to Group accident and health insurance.
- 29667—Amends the Liquefied Petroleum Gas Law and in effect amounts to A Financial Responsibility enactment to assure that damages, both property and personal, will be compensated.
- 29734—Amends the Police Officers' and Firemens' Pension Fund Law by changing the date of distribution of funds thereby giving the State Treasurer more time to complete his audits.
- 29854—Changes the date of distribution of County License Taxes collected by the Insurance Commissioner.
- 29944—An act relating to the manufacture, storage, sale and use of explosives.
- 29855—An act requiring insurers and their agents to give written notice of the bankruptcy or insolvency of such companies and requires the agents of such companies to send written notice to insureds or to replace such insurance or reinsure the same.
- 29856—A new statute relating to Credit Life Insurance in all its phases and authorizes the Insurance Commissioner to set up rules and regulations relative thereto.
- 29662—Provides that all insurance examinations required by law are to be held in the Insurance Commissioner's field offices where convenient.
- 29742—Provides for suspension of Liquefied Petroleum Gas Dealers' licenses who violate the rules and regulations set up by the Fire Marshal or Insurance Commissioner.
- 29857—Provides that offering insurance as an inducement to a sale of property shall constitute negotiation, sale and delivery of insurance contract in this state regardless where such contract is delivered.
- 29858—Defines insurer of accident and sickness and permits auto liability insurers to include in their policies provisions for payment of losses resulting from uninsured drivers.
- 29859—Clarifies limitations on the authority of nonresident life insurance agents.
- 29860—Provides for an assessment of $\frac{3}{8}$ of 1% of fire insurance premiums collected in Florida to defray costs of operating State Fire Marshal's department.
- 29862—Permits life insurance companies to invest in securities issued by Florida churches or holding companies of such churches.
- 29711—Amends Fire Marshal law defining explosives.
- 29967—Amends Group Life insurance law permitting the issuance of life insurance to Credit Unions and insuring members thereof in specified amounts.
- 29861—An amendment which in effect creates a facility of payment provision for life insurance policy proceeds.
- 29740—Provides for elected or appointed officials of a public body to be insured under group plans as "employees", and other provisions of the group insurance act.
- 29825—Amends the Police Officers' Retirement Fund Law.