CHAPTER 62

ACCIDENT AND HEALTH INSURANCE

62.01 POLICY, FORM, APPROVAL.

Note: L. 1913, c. 156, specifically repealed L. 1909, c. 167.

Amended by L. 1947, c. 440, s. 1.

A certificate of health and accident insurance issued by the commercial men's association together with the applicable by-laws of the company is valid under the provisions of section 62.09, even though it violates other sections of chapter 62. Aaberg v Minnesota Commercial Men's Ass'n., 143 M 354, 173 NW 708.

A heavy burden rests on him who asserts that the plenary power which the commerce clause grants to congress to regulate "commerce among the several states" does not include the power to regulate trading in insurance to the same extent that it includes the power to regulate other trades or business conducted across state lines; and insurance companies conducting their activities across state lines are clearly within the regulatory power of congress under the commerce clause. United States v South-Eastern Underwriters, 64 SC 1162.

Applicability of prorating clause in accident insurance policy to other insurance policies. 7 MLR 351.

Death from injuries inflicted by third persons as constituting death by accidental means. 17 MLR 95.

Sunstroke as bodily injury caused by external accidental means. 18 MLR 881.

62.02 PROVISIONS OF POLICY.

Unintentional taking of poison as constituting accidental means of injury or death. 16 MLR 109.

What constitutes "engaging or participating in aviation or aeronautics". 17 MLR 334.

Presumption that death by external violence is accidental. 17 MLR 549.

Recovery for injuries resulting solely from mental shock. 26 MLR 127.

Where notice of the sickness was given more than ten days after the condition of continuous disability, the insured does not forfeit the whole claim, but only that part accruing up to ten days prior to the notice to defendant. Barron v Equitable Life, 197 M 367, 266 NW 845.

The provisions in the policy excluding from disability benefits in case of naval or military service in war means such services after the policy took effect. Schaedler v New York Life, 201 M 329, 276 NW 235.

In a suit upon an accident policy when there is no evidence as to how the external violence which caused the death was inflicted there is a presumption that the means was accidental. Krema v Great Northern Life, 204 M 186, 282 NW 822.

Where the express provisions of the insurance policies do not require the insured to submit to medical treatment, there is no duty on the insured to undergo it as a condition precedent to recovery of disability payments. Miller v Mutual Life, 206 M 221, 289 NW 399.

When beneficiary must show death as a result of bodily injury solely through external, violent, and accidental means, he has the burden of excluding suicide. In Life cases, where suicide operates as exception from or avoidance of the policy, the burden to show suicide is upon the insurer. Ryan v Metropolitan Life, 206 M 562, 289 NW 557.

The first monthly disability payment is due the first day of the calendar month following the receipt of the proof of disability. Berke v New York Life, 208 M 210, 293 NW 248.

Twelve days after an accidental fall, the insured, a man of good health and vigor, was dead from syphilis, the symptoms of which were not manifest before the fall. In a suit to recover accidental death benefits, whether the accident and not the disease was the cause of death was for the jury, and their verdict was sustained by the evidence. Wolfangel v Prudential, 209 M 439, 296 NW 576.

Where death occurred from overexertion in cranking an automobile, and there was no slipping, falling, or other unexpected, unusual, or unforeseen occurrence, there can be no recovery under an accident policy insuring against death or injury resulting solely through external, violent, and accidental means. Gidlund v Benefit Association, 210 M 176, 297 NW 710; Plotke v Metropolitan Life, 210 M 541, 299 NW 216.

Under a life insurance policy containing provisions for double indemnity if death be caused solely by accidental means but excepting death caused or contributed to by disease, liability exists if an accidental injury was of such a nature as to cause death solely and independently of a preexisting disease. If the injury and the disease occurred and cooperated to cause death, no double liability exists; but accidental injuries of such severity as to have caused death of insured regardless of soundness of his health must be considered as sole cause of death within the meaning of the insurance policy, notwithstanding insured was suffering from leukemia, a fatal disease. Kundiger v Metropolitan Life, 218 M 225, 15 NW(2d) 487; Kundiger v Prudential, 219 M 25, 17 NW(2d) 49.

Where plaintiff's husband died as the result of coming in contact with poison ivy while in the woods, his death was "accidental" within the terms of an accidental policy insuring against injuries, resulting in death, through external, violent, and accidental means. Railway Mail Association v Dent, 213 F 981.

A storm, showing by evidence to be a rotary one, in which the wind blew spirally around a calm center of low atmospheric pressure, is a cyclone within the terms of a policy imposing double liability in case of death caused by a cyclone. Cedergren v Massachusetts Bonding Co., 292 F 5.

Policy provision for double indemnity for death from explosion of "steam boiler" covers only boiler in which steam is generated, and the policy does not include "feed water heater" as a part of the "steam boiler" clause. Hodley v Continental Casualty, 51 F(2d) 1046.

Meaning of total disability within terms of an accident insurance policy. 16 MLR 211.

Sunstroke as a bodily injury caused through accidental means. 17 MLR 216.

Construction of permanent disability clause in a policy. 17 MLR 335.

Death by injury acting on pre-existing disease or latent weakness as constituting death by accidental means. 19 MLR 244.

Insurance; total and permanent disability, chronic alcoholism as self-inflicted injury. 21 MLR 499.

62.06 FALSE STATEMENTS.

The insured, prior to the application for insurance, consulted and was treated by a physician, which facts he denied in the application; that the same materially affected the risk and that the same would not have been accepted had the truth been revealed. Flikeid v New York Life, 163 M 127, 203 NW 598; Shaughnessy v New York Life, 163 M 134, 203 NW 600.

Whether the plaintiff, in his application, made material false representations was a fact question for the jury. Jensvold v Minnesota Commercial, 192 M 475, 257 NW 86.

Representations in insurance applications; increase of risk or loss. 15 MLR 593.

Estoppel. Effect of misrepresentation in application due to negligence or fault of insurance agent. 15 MLR 595.

Innocent misrepresentation of health in insurance applications. 28 MLR 141.

62.07 DEFENSES, WHEN NOT WAIVED.

Cooperation of the insured. What constitutes cooperation. 19 MLR 444.

62.12 APPLICATION.

Amended by L. 1947, c. 440, s. 2.

Impossibility as an excuse for failure to furnish proof of disability to insurer. 25 MLR 386.