A benefit society organized for the mutual support of its members, their families or kindred cannot issue a certificate to one not of a member’s family or kindred; and a new certificate issued in favor of a person not of his family or kindred in lieu of one for the benefit of the parents of a member is void. Groth v. Central Verein, 95 W 140, 70 NW 35.

A mutual benefit association licensed as a fraternal or beneficiary association in 1902 and continually as such since that time was a mutual benefit society, and its agents were without powers conferred on other insurance agents generally, and consequently were unauthorized to bind the association by an oral contract of life insurance, the bylaws of the association being construed to negative authority of an agent to so bind it. Neubecker v. Aid Asso. for Lutherans, 297 W 125, 240 NW 855.

Provisions in the constitution of a fraternal benefit society, an accident insurance certificate issued thereby, and a form for application therefor, in relation to statements, representations or warranties by an insured in the application, are subordinate to, and are of no effect as far as conflicting or inconsistent with 206.06, Stats. 1927. Spray v. Order of U. C. T. 251 W 329, 267 NW 56.

A voluntary association which upon the death of a member sends out notices to surviving members requesting payment of a dollar from each member but having no bylaws requiring such payment is not amenable to the insurance laws of the state. 18 Atty. Gen. 142.

A benevolent association granting a maximum disability benefit of $250 a year is not exempt from provisions of ch. 208, Stats. 1927, although incorporated prior to the effective date of that chapter. 18 Atty. Gen. 144.

A labor union composed of more than 500 members not restricted to persons engaged in hazardous occupations, maintaining a sick and health benefit plan, is subject to ch. 208, Stats. 1931. 27 Atty. Gen. 260.

Ch. 206 applies to a labor organization which provides for a death benefit plan included in monthly dues at no extra cost. The mere fact that there is no enforceable obligation on the part of the organization to make any payments of death benefits is immaterial. 27 Atty. Gen. 716.

A fraternal benefit society under ch. 208, Stats. 1947, may not issue group life insurance policies. 38 Atty. Gen. 44.

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not impair the right of certificate holders to change the beneficiary named in the certificate issued to them prior to its enactment. Seef. v. Supreme Lodge, K. & L. of H. 168 W 291, 162 NW 346.

A bylaw of a fraternal benefit society providing that any agreement entered into by a member not to change the beneficiary shall be null and void, and the provision in sec. 1907 (6), Stats. 1913, that he may change the beneficiary named without the consent of each beneficiary, became part of the terms and conditions of the certificate. Where a holder of such a certificate changed the beneficiary for a valuable consideration paid to him and later made another change, the second beneficiary had no legal or equitable right to the proceeds of the certificate as against the third beneficiary. Maloney v. Maloney, 169 W 642, 163 NW 186.

Although both the Illinois statute under which a benefit society was incorporated and its charter authorized it to issue certificates in favor of blood relatives of an insured, the society, by a bylaw, might so restrict the permitted beneficiaries as to exclude all cousins not first cousins. Such a bylaw became a part of every contract of insurance entered into by the society, whether so expressed therein or not. The right of an insured in such a society to change the beneficiary named in his certificate without the latter's consent must be exercised in accordance with the bylaws. Such a change without such compliance is invalid and leaves the original certificate in force, notwithstanding a provision in the bylaws that the surrender of the old and issue of the new certificate should cancel the former, where the society issued the new certificate upon false or mistaken information as to the blood relationship of the new beneficiary. McLaughlin v. Hogan, 175 W 687, 185 NW 174.

208.12 History: Stats. 1931 s. 208.02 (10); 1933 c. 344 s. 12; Stats. 1933 s. 208.12; 1945 c. 617.

208.13 History: Stats. 1931 s. 208.02 (11); 1933 c. 344 s. 13; Stats. 1933 s. 208.13; 1935 c. 185; 1937 c. 256; 1941 c. 111; 1949 c. 206; 1959 c. 51.

208.14 History: Stats. 1931 s. 208.03 (1); 1933 c. 344 s. 14; Stats. 1933 s. 208.14; 1945 c. 517.

Revisor's Note, 1933: Reputable physician is understood here to mean a legally qualified physician, and the language is changed accordingly. [Bill 51-3, s. 14]

208.15 History: Stats. 1931 s. 208.03 (2) (a), (c); 1933 c. 344 s. 15; Stats. 1933 s. 208.15; 1935 c. 256; 1943 c. 147; 1959 c. 76; 1965 c. 501.

208.16 History: Stats. 1931 s. 208.03 (2) (d) Part; 1933 c. 344 s. 17; Stats. 1933 s. 208.16; 1965 c. 501.

208.161 History: 1965 c. 501; Stats. 1965 s. 208.161.
not maintain an action to determine whether a license shall be issued. Wisconsin Independent Order of Foresters v. Insurance Commissioner, 30 W 94, 73 NW 236.

Under secs. 1955e and 1955f, Stats. 1898, the commissioner of insurance is to be satisfied that the applicant is entitled to a license and should be given a necessary or reasonable time to examine and investigate into the affairs and condition of the company. Mandamus will not issue to compel him to grant a license where he is investigating in good faith. State ex rel. Court of Honor of Illinois v. Gil- Johann, 111 W 777, 97 NW 248.

208.27 History: 1945 c. 517; Stats. 1945 s. 208.27; 1953 s. 66.

208.28 History: Stats. 1911 s. 208.04 (22); 1923 c. 344 s. 28; Stats. 1933 s. 208.33; 1949 c. 634; 1961 c. 562, 624; 1963 c. 299, 314, 344; 1963 c. 459 s. 22;

208.29 History: Stats. 1911 s. 208.04 (22m); 1923 c. 344 s. 29; Stats. 1933 s. 208.39.

208.30 History: Stats. 1911 s. 208.04 (29); 1923 c. 344 s. 34; Stats. 1933 s. 208.94; 1969 c. 276 s. 565 (1).

208.31 History: Stats. 1911 s. 208.04 (30); 1923 c. 344 s. 56; Stats. 1933 s. 208.33; 1949 c. 634; 1961 c. 622; 1969 c. 337 s. 66.

An act of congress separating fraternal and insurance activities of a lodge fraternity and authorizing insurance to be carried on under different corporate entity and in conjunction with legal reserve life insurance does not change the character of fraternal insurance. The tax being upon a business, a corporation may be licensed without payment of such tax upon payments made upon old fraternal certificates. 20 Atty. Gen. 1465.

208.32 History: 1895 c. 175 s. 12; Stats. 1898 s. 476; 1925 c. 4; Stats. 1925 s. 348.475; 1929 c. 110, 130.

208.33 History: Stats. 1895 c. 175 s. 10; Stats. 1898 s. 476; 1925 c. 4; Stats. 1925 s. 348.476; 1929 c. 110; 1933 c. 144; 1933 c. 487 s. 249, 250; 1939 c. 468; 1943 c. 436; 1947 c. 75; 1949 c. 448; 1959 c. 352, 576, 603; 1961 c. 397, 565, 604; 1963 c. 399, 314, 344; 1969 c. 459 s. 52; 1965 c. 461; 1967 c. 73; 1967 c. 93 s. 23; 1967 c. 254; 1969 c. 144; 1969 c. 336 s. 776; 1969 c. 337 ss. 82, 83.

1. Agent defined.
2. Regulations.
3. Authority of agent.
5. Penalty.

1. Agent Defined.

Retail dealers of an automobile sales corporation which arranged insurance upon cars, to be effective on retail sale at a price which included a premium of insurance, were agents of the insurance company, within 208.04, Stats. 1925, and were required to hold certificates of authority. Chrysler S. Corp. v. Smith, 9 F2d 688.

An insurance agent who does not have a certificate of authority in the form prescribed by the commissioner of insurance is subject to the penalty provided. The fact that the insurance corporation has given him a certificate in a different form is no protection. 2 Atty. Gen. 427.


2. Regulations.

208.04 (2) (d) empowers the commissioner to issue regulations with respect to fidelity insurance. Sims v. Manson, 25 W 2d 110, 180 NW 2d 200.

3. Authority of Agent.

An oral agreement for present insurance, made by the agent of an accident association, is binding upon it, notwithstanding the insured's application contained, but without his knowledge of it, a clause to the effect that no liability should exist for any injury which might be sustained prior to the acceptance by the insurer's general manager of the application and fee, and the policy, issued subsequent to the receipt of the application and fee, was dated 2 days after the oral agreement between the agent and the insured. Muthers v. Union M. A. Ass's 78 W 888, 47 NW 1130.

If the insured accepts a policy which prohibits a local agent from waiving any of its provisions he is bound by it, and any attempted waiver by such agent after such acceptance merely by virtue of his agency is a nullity. Hankins v. Rockford Ins. Co., 70 W 7, 73 NW 34; Stevens v. Queen's Ins. Co. 81 W 336, 51 NW 555.

A company which issues a policy upon an application taken by one of its agents cannot disclaim his agency in the doing of anything necessarily implied in its taking and in the forwarding of it. If, however, the agent's authority is limited, and the insured has knowledge, actual or constructive, of the fact, a waiver as to a matter not within the agent's authority is ineffectual. Bourgeois v. Mutual Fire Ins. Co. 86 W 402, 57 NW 38.

By issuing a policy with knowledge of facts which by its terms would avoid it an agent who takes risks thereby waives such provisions, whether or not such is his intention.