

Chapter 748

Fraternal Benefit Societies

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ATTY. GEN. OPINIONS: Authority of mass transit district to tax, (1970) Vol 34, p 1066.

748.105

CASE CITATIONS: Continental Cas. Co. v. Gen. Acc. Fire & Life Assur. Corp., (1960) 179 F Supp 535; General Acc. Fire & Life Assur. Corp. v. Continental Cas. Co., (1961) 287 F2d 464; Tierney v. Safeco Ins. Co. of America, (1963) 216 F Supp 590; Close-Smith v. Conley, (1964) 230 F Supp 411.

ATTY. GEN. OPINIONS: Requirements for recognition as fraternal benefit society, 1928-30, p 426; whether certain organizations are societies within this section, 1932-34, pp 401, 551.

748.210

ATTY. GEN. OPINIONS: Application of Unclaimed Property Act to societies, 1966-68, p 302.

748.220

NOTES OF DECISIONS

1. Under former similar statute

A member of a society could withdraw at any time and the society could refuse to accept payments from the beneficiary after such withdrawal. *Somo v. Independent Order of Foresters*, (1917) 83 Or 654, 164 P 187.

Where bylaws provided a method for changing the beneficiary and a member changed the beneficiary under his certificate for a consideration and without compliance with such bylaws, such substituted beneficiary was entitled to the benefits under the certificate. *United Artisans Life Assn. v. Odd Fellows Home*, (1929) 129 Or 66, 275 P 39.

Formalities in designation of a new beneficiary were not required if the bylaws of the society itself did not demand any. *Id.*

One who paid the assessment on the certificate under an agreement with the member to share in the benefits upon the latter's death acquired only a contingent interest in them until death of the member. *McCleery v. Woodmen of the World*, (1931) 136 Or 407, 297 P 345, 299 P 1004.

A member who agreed that another would share in the benefits in consideration of making the payments lost the right to change the beneficiary so long as payments were maintained. *Id.*

There was no restriction against the assured contracting with the beneficiary regarding the benefit under the certificate. *Id.*

While a labor union was not a fraternal benefit society,

a union limiting beneficiaries of a group life insurance policy to a restricted class was not contrary to public policy in Oregon. *Dyer v. Occidental Life Ins. Co.*, (1950) 182 F2d 128.

748.235

ATTY. GEN. OPINIONS: Authority of commissioner with respect to change of plan of insurance of a society, 1924-26, p 64.

748.240

NOTES OF DECISIONS

An attempted waiver of a provision of the bylaws of a society, which bylaws are authorized by this section, is a nullity. *Hartman v. Nat. Council*, (1915) 76 Or 153, 147 P 931, LRA 1915E, 152.

Where the bylaws of a fraternal benefit society provided that a member suspended for nonpayment of dues could only be reinstated upon payment of arrearages which would constitute a warranty of good health and also that local officers had no authority to waive any provisions of the bylaws, acceptance by local officers of arrearages with knowledge of ill health did not reinstate the policy. *Id.*

Where bylaws provided a method for changing the beneficiary and a member changed the beneficiary under his certificate for a consideration and without compliance with such bylaws, such substituted beneficiary was entitled to the benefits under the certificate. *United Artisans Life Assn. v. Odd Fellows Home*, (1929) 129 Or 66, 275 P 39.

748.505

ATTY. GEN. OPINIONS: Authority of commissioner with respect to change of plan of insurance of a society, 1924-26, p 64.

748.545

CASE CITATIONS: *Oregon Methodist Homes, Inc. v. State Tax Comm.*, (1961) 226 Or 298, 360 P2d 293.

ATTY. GEN. OPINIONS: Authority of mass transit district to tax, (1970) Vol 34, p 1066.

LAW REVIEW CITATIONS: 4 WLJ 505, 514.

748.555

ATTY. GEN. OPINIONS: Authority of commissioner with relation to change of plan of insurance of a society, 1924-26, p 64.