

company and association and the State Industrial Accident Commission may prohibit such self-insurer from carrying its own insurance.

This section referred to. See notes to sec. 15. *U. S. F. & G. Co. v. Taylor*, 132 Md. 517. Cited in *Hurt v. Casualty Ins. Co.*, 175 Md. 411. See notes to secs. 18 and 48.

An. Code, 1924, sec. 30. 1912, sec. 30. 1914, ch. 800, sec. 30.

31. Every policy of insurance covering the liability of the employer for compensation issued by a stock company or by a mutual association authorized to transact workmen's compensation insurance in this State, shall contain a provision setting forth the right of the Commission to enforce in the name of the State of Maryland for the benefit of the person entitled to the compensation insured by the policy either by filing a separate application or by making the insurance carrier a party to the original application, the liability of the insurance carrier in whole or in part for the payment of such compensation; provided, however, that payment in whole or in part of such compensation by either the employer or the insurance carrier shall to the extent thereof be a bar to the recovery against the other of the amount so paid.

Every such policy shall contain a provision that, as between the employee and the insurance carrier, the notice to or knowledge of the occurrence of the injury on the part of the employer shall be deemed notice or knowledge, as the case may be, on the part of the insurance carrier; the jurisdiction of the employer shall, for the purpose of this article, be jurisdiction of the insurance carrier and that the insurance carrier shall in all things be bound by and subject to the orders, findings, decisions or awards rendered against the employer for the payment of compensation under the provisions of this article.

Every such policy shall contain a provision to the effect that the insolvency or bankruptcy of the employer shall not relieve the insurance carrier from the payment of compensation for injuries or death sustained by an employee during the life of such policy.

Every contract or agreement of an employer the purpose of which is to indemnify him from loss or damage on account of the injury of an employee by accidental means, or on account of the negligence of such employer or his officer, agent or servant, if engaged in extra-hazardous employment, shall be absolutely void unless it shall also cover liability for the payment of the compensation provided for by this Article.

No contract or insurance issued by a stock company or mutual association against liability arising under this Article shall be cancelled within the time limited in such contract for its expiration until at least ten days after notice of intention to cancel such contract, on a date specified in such notice, shall be filed in the office of the Commission and also served on the employer. Such notice shall be served on the employer by delivering it to him or by sending it by mail, by registered letter, addressed to the employer at his or its last known place of residence; provided, that if the employer be a partnership, then such notice may be so given to any one of the partners, and if the employer be a corporation, then the notice may be given to any agent or officer of the corporation upon whom legal process may be served.

Where policy cancelled and new policy issued at suggestion of insured, with insurer's consent, and notice given commission prior to accident, provision as to notice of cancellation held not controlling; notice waived. *Eurich v. General Casualty Co.*, 152 Md. 213.

This section referred to in construing secs. 14, 49, *et seq.* *Owners' Realty Co. v. Bailey*, 157 Md. 143.