

years raises a presumption of his death; see Robb v. Horsey, 169 Md. 227 (1935). It is believed that any indirect reference to the common-law presumption of death in the statutory language may cause confusion in interpreting and applying this statute. The provision dealing with sufficiency of evidence in a jury trial is proposed for deletion as unnecessary. The proceeding is in equity and there is no reason to depart from normal equity practice by providing a jury trial.

The reference to "proceedings under Art. 93A" is included because all proceedings for the protection of the property of persons who have disappeared shall be taken under Title 2 of Art. 93A.

SEC. 3-103. CERTAIN INSURANCE POLICY PROVISIONS INVALID AND UNENFORCEABLE.

(A) CERTAIN INSURANCE POLICY PROVISIONS CONCERNING EVIDENCE INVALID.

A PROVISION IN ANY POLICY OF LIFE OR ACCIDENT INSURANCE, OR IN THE CHARTER OR BYLAWS OF ANY MUTUAL OR FRATERNAL INSURANCE ASSOCIATION CONCERNING THE EFFECT TO BE GIVEN TO EVIDENCE OF DEATH OR ABSENCE, IS INVALID IF THE POLICY WAS EXECUTED OR THE PROVISION ADOPTED AFTER MAY 31, 1941.

(B) ACTION TO BE FILED WITHIN PERIOD OF LIMITATIONS.

IF THE POLICY, CHARTER, OR BYLAWS, EXECUTED OR ADOPTED AFTER MAY 31, 1941, CONTAINS A PROVISION WHICH REQUIRES A BENEFICIARY TO BRING SUIT UPON A CLAIM OF DEATH WITHIN ONE YEAR OR OTHER PERIOD AFTER THE DEATH OF THE INSURED AND THE FACT OF ABSENCE OF THE INSURED IS RELIED UPON BY THE BENEFICIARY AS EVIDENCE OF THE DEATH, NOTWITHSTANDING THE PROVISIONS IN THE POLICY, CHARTER, OR BYLAWS, THE ACTION MAY BE FILED WITHIN THE PERIOD OF LIMITATIONS FOR FILING AN ACTION FOR BREACH OF CONTRACT.

(C) WHEN LIMITATIONS BEGIN TO RUN.

FOR PURPOSES OF THIS SECTION, THE PERIOD OF LIMITATIONS RUNS FROM THE DATE THE BENEFICIARY GIVES WRITTEN NOTICE OF THE ABSENCE TO THE INSURER, OR IF