

# MAINE STATE LEGISLATURE

The following document is provided by the  
**LAW AND LEGISLATIVE DIGITAL LIBRARY**  
at the Maine State Law and Legislative Reference Library  
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied  
(searchable text may contain some errors and/or omissions)

**This document is from the files of the Office of  
the Maine Attorney General as transferred to  
the Maine State Law and Legislative Reference  
Library on January 19, 2022**

yes ✓  
December 13, 1967

Frank M. Hogerty, Jr., Commissioner

Insurance

Harry Starbranch, Assistant

Attorney General

**Rewording of Maine Standard Fire Policy**

**FACTS:**

The question has been raised as to the extent that the wording of the Maine standard fire policy, as set forth in 24 M.R.S.A. § 1402, may be physically altered or reworded when printed in a particular contract form. The circumstances that have been responsible for raising this question involve the use of the standard policy within the framework of so-called "multi-peril" or "optional-peril" insurance coverage in which fire insurance, as well as other types of insurance, are included.

**QUESTION:**

May the wording of the "Maine standard policy" be physically altered or reworded when printed in a contract form, whether as a straight fire insurance policy or included in a "multi-peril" package?

**OPINION:**

All fire insurance policies on property in the State of Maine must be of the statutory form and whether or not such fire insurance is written as a part of a "multi-peril" policy or not is immaterial (24 M.R.S.A. § 1401; 1955-56 Atty. Gen. Rep. 89).

Title 24 M.R.S.A. § 1401 states that "No fire insurance company shall issue fire insurance policies on property in this State, other than those of the standard form set forth in section 1402, except as follows: \* \* \* ." This is interpreted to mean that the section wording set forth in 24 M.R.S.A. § 1402 must be adhered to exactly except as might be otherwise specifically provided for in Section 1401, Subsections 1 - 7.

The first exception set forth in Section 1401 reads as follows:

"1. What may be printed. A company may print on or in its policies its name, location and date of incorporation, the amount of its paid-up capital stock, the names of its officers and agents,

the number and date of the policy and, if it is issued through an agent, the words, 'This policy shall not be valid unless countersigned by the duly authorized agent of the company at'."

This exception does not attempt to authorize the alteration or variation of any of the wording that is required to be in the standard policy by Section 1402. It merely allows the insertion of certain information in spaces that were provided in the standard policy form for such purpose.

Exception Number 2 reads:

"2. Description of property insured. A company may print or use in its policies, printed forms of description and specification of the property insured."

This provision is self-explanatory and, without further discussion, it may be concluded that it does not authorize the alteration of any of the wording in the standard policy, but merely authorizes the filling in of blanks.

Exception Number 3 reads:

"3. Authorized by law, charter, deductible policies. A company incorporated or formed in this State may print in its policies any provisions which it is authorized or required by law to insert therein. Any company not incorporated or formed in this State may, with the approval of the commissioner, so print any provisions required by its charter or deed of settlement or by the laws of its own state or country, not contrary to the laws of this State. The commissioner shall require any provision which, in his opinion, modifies the contract of insurance in such way as to affect the question of loss, to be appended to the policy by a slip or rider. The commissioner may authorize the issuance of deductible policies, i.e., policies under which the insured agrees to bear the loss up to an amount

specified in the policy, and under which he contracts for indemnity against a loss in excess of that amount."

This section authorizes a company to print certain additional provisions in its policies, but it does not authorize any physical alteration of the wording of the standard policy.

Exception Number 4 reads:

"4. Blanks filled in print or writing. The blanks in said standard form may be filled in print or writing."

Exception Number 4 clearly allows a company to fill in blanks as provided in the standard policy but obviously does not authorize the physical variation or alteration of any of the wording of the standard policy.

Exception Number 5 states as follows:

"5. Provisions adding to or modifying standard form. A company may write upon the margin or across the face of a policy, or write, or print in type not smaller than 8-point, upon separate slips or riders to be attached thereto, provisions adding to or modifying those contained in the standard form. All such slips, riders and provisions must be signed by the officers or agent of the company so using them."

The manner of making modifications authorized by this exception may unquestionably be used by an insurance company. It is significant, however, that the exception does not extend to allowing physical alteration of the printed wording of the standard fire policy but merely allows margin printing, over-printing across the face of the form, or the use of separate slips or riders. The policyholder, consequently, would have an opportunity to compare the printed material contained in the standard policy with the material that might be written in the margin, across the face of the policy or set forth upon separate slips or riders.

Exception Number 6 provides as follows:

"6. Words 'Maine standard policy'. A company may print upon policies issued in compliance with the preceding provisions of this section, the words 'Maine standard policy'.

It is felt that the provisions of this exception are clear and that discussion thereof is not necessary.

Exception number 7 states as follows:

"7. First page rearranged for other data. The first page of the standard fire insurance policy may, in form approved by the commissioner, be rearranged to provide space for the listing of amounts of insurance, rates and premiums for the basic coverages or perils insured under endorsements attached, and such other data as may be conveniently included for duplication on daily reports for office records. Companies organized under the laws of a country other than the United States may execute their policies in the names of the United States resident officers whose positions correspond to those of secretary and president."

It is significant that this exception authorizes the rearrangement of data on the first page of the standard fire insurance policy rather than authorizing the alteration or variation of any of the wording of the standard policy. Consequently, this exception must be interpreted to allow only the rearrangement of material on the front page of the standard policy when such is approved by the Insurance Commissioner. It cannot be used as authority to physically alter or reword the wording of the standard policy.

In summary, then, it is our opinion that the wording of the Maine standard policy may not be physically altered or reworded by an insurance company whether the standard policy is used alone or as a part of a "multi-peril" package.

It is felt that it should be observed at this point that this opinion is not intended to be a complete analysis of either of the two sections of the insurance code discussed herein, but that it is intended to discuss only the specific question to which the opinion relates.

---

Harry N. Starbranch  
Assistant Attorney General

HNS/ah