

MAINE STATE LEGISLATURE

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Sixty-Ninth Legislature.

HOUSE.

No. 49.

STATE OF MAINE.

IN THE YEAR OF OUR LORD ONE THOUSAND EIGHT
HUNDRED AND NINETY-NINE.

AN ACT to amend sub-division VII of section one of chapter
eighteen of the Laws of 1895.

*Be it enacted by the Senate and House of Representatives in
Legislature assembled, as follows:*

Section 1. Sub-division VII of section 1 of chapter 18 of the
2 Laws of 1895 is hereby amended in the following particulars :

1st. By striking out in lines 121 and 122 of said sub-division
4 VII the following words, "which amount if not agreed upon
5 shall be ascertained by award of referees as hereinafter pro
6 vided."

2nd. Beginning at line 170 in said sub-division and striking
8 out the following words: "In case of loss under this policy
9 and a failure of the parties to agree as to the amount of loss,
10 it is mutually agreed that the amount of such loss shall be

11 referred to three disinterested men, the company and the
12 insured each choosing one out of the three persons to be named
13 by the other, and the third being selected by the two so chosen ;
14 the award in writing by a majority of the referees shall be con-
15 clusive and final upon the parties as to the amount of loss or
16 damage, and such reference unless waived by the parties, shall
17 be a condition precedent to any right of action in law or equity
18 to recover for such loss ; but no person shall be chosen or act
19 as a referee, against the objection of either party, who has
20 acted in a like capacity within four months."

3rd. Beginning at line 191 of said sub-division VII and
22 striking out the following words : "In case of loss under any
23 fire insurance policy, issued on property in this state, in the
24 standard form above set forth, and the failure of the parties to
25 agree as to the amount of loss, if the insurance company shall
26 not, within ten days after a written request to appoint referees
27 under the provision for arbitration in such policy, name three
28 men under such provision, each of whom shall be a resident of
29 this state, and willing to act as one of such referees ; and if
30 also such insurance company shall not, within ten days after
31 receiving the names of three men named by the insured under
32 such provision, make known to the insured its choice of one of
33 them to act as one of such referees, it shall be deemed to have
34 waived the right to an arbitration under such policy, and be
35 liable to suit thereunder, as though the same contained no pro-
36 vision for arbitration as to the amount of loss or damage. And
37 in case of the failure of two referees, chosen, respectively by
38 the insurance company and the insured, to agree upon and
39 select within ten days from their appointment a third referee
40 willing to act in said capacity, either of the parties may within
41 twenty days from the expiration of said ten days make written
42 application setting forth the facts to the insurance commis-
43 sioner to appoint such third referee, and said commissioner

44 shall thereupon make such appointment and shall send written
45 notification thereof to the parties.”

So that said sub-division VII of section 1 of said chapter 18
47 as amended shall read as follows :

VII. A company may print upon policies issued in compli-
49 ance with the preceding provisions of this section, the words,
50 ‘Maine standard policy.’ The said standard form of policy shall
51 be plainly printed, and no portion thereof shall be in type smaller
52 than long primer, and shall be as follows : Number \$

Corporate name of the company or association, its principal
54 place or places of business.

This company shall not be liable beyond the actual value of
56 the insured property at the time any loss or damage happens.

In consideration of \$ dollars to it paid by the insured, here-
58 inafter named, the receipt whereof is hereby acknowledged, does
59 insure and legal representatives against loss or damage
60 by fire, to the amount of dollars.

Description of property insured.

Bills of exchange, notes, accounts, evidences and securities of
63 property of every kind, books, wearing apparel, plate, money,
64 jewels, medals, patterns, models, scientific cabinets and collec-
65 tions, paintings, sculpture and curiosities are not included in
66 said insured property, unless specially mentioned.

Said property is insured for the term of , beginning on
68 the day of , in the year eighteen hundred and , at
69 noon, and continuing until the day of , in the year
70 hundred and , at noon, against all loss or damage by fire
71 originating from any cause except invasion, foreign enemies,
72 civil commotions, riots, or any military or usurped power what-
73 ever; the amount of said loss or damage to be estimated
74 according to the actual value of the insured property at the time
75 when such loss or damage happens, but not to include loss or

76 damage caused by explosions of any kind unless fire ensues,
77 and then to include that caused by fire only.

This policy shall be void if any material fact or circumstance
79 stated in writing has not been fairly represented by the insured,
80 or if the insured now has or shall hereafter make any other
81 insurance on the said property without the assent in writing or
82 in print of the company, or if, without such assent, the said
83 property shall be removed, except that, if such removal shall
84 be necessary for the preservation of the property from fire, this
85 policy shall be valid without such assent for five days there-
86 after, or if, without such assent, the situation or circumstances
87 affecting the risk shall, by or with the knowledge, advice,
88 agency, or consent of the insured, be so altered as to cause an
89 increase of such risks, or if, without such assent, the said
90 property shall be sold, or this policy assigned, or if the
91 premises hereby insured shall become vacant by the removal of
92 the owner or occupant, and so remain vacant for more than
93 thirty days without such assent, or if it be a manufacturing
94 establishment, running in whole or in part extra time, except
95 that such establishments may run in whole or in part extra
96 hours, not later than nine o'clock P. M., or if such establish-
97 ments shall cease operations for more than thirty days without
98 permission in writing indorsed hereon, or if the insured shall
99 make any attempt to defraud the company, either before or
100 after the loss, or if gun powder or other articles subject to legal
101 restriction, shall be kept in quantities or manner different from
102 those allowed or prescribed by law, or if camphene, benzine,
103 naphtha, or other chemical oils or burning fluids shall be kept
104 or used by the insured on the premises insured, except that
105 what is known as refined petroleum, kerosene, or coal oil, may
106 be used for lighting, and in dwelling houses, kerosene oil stoves
107 may be used for domestic purposes, to be filled when cold, by
108 daylight, and with oil of lawful fire test only.

If the insured property shall be exposed to loss or damage by
110 fire, the insured shall make all reasonable exertions to save
111 and protect the same.

In case of any loss or damage under this policy, a statement
113 in writing, signed and sworn to by the insured, shall be forth-
114 with rendered to the company setting forth the value of the
115 property insured, the interest of the insured therein, all other
116 insurance thereon, in detail, the purposes for which and the
117 persons by whom the building insured, or containing the prop-
118 erty insured, was used and the time at which and manner in
119 which the fire originated, so far as known to the insured. The
120 company may also examine the books of account and vouchers
121 of the insured, and make extracts from the same.

In case of any loss or damage, the company, within sixty
123 days after the insured shall have submitted a statement, as pro-
124 vided in the preceding clause, shall either pay the amount for
125 which it shall be liable, or replace the property with other of
126 the same kind and goodness, or it may, within fifteen days
127 after such statement is submitted, notify the insured of its
128 intention to rebuild or repair the premises, or any portion
129 thereof separately insured by this policy, and shall thereupon
130 enter upon said premises and proceed to rebuild or repair the
131 same with reasonable expedition. It is moreover understood
132 that there can be no abandonment of the property insured to the
133 company, and that the company shall not in any case be liable
134 for more than the sum insured, with interest thereon from the
135 time when the loss shall become payable, as above provided.

If there shall be any other insurance on the property insured,
137 whether prior or subsequent, the insured shall recover on this
138 policy no greater proportion of the loss sustained than the sum
139 hereby insured bears to the whole amount insured thereon.
140 And whenever the company shall pay any loss, the insured
141 shall assign to it, to the extent of the amount so paid, all

142 rights to recover satisfaction for the loss or damage from any
143 person, town, or other corporation, excepting other insurers ;
144 or the insured, if requested, shall prosecute therefor at the
145 charge and for the account of the company.

If this policy shall be made payable to a mortgagee of the
147 insured real estate, no act or default of any person other than
148 such mortgagee or his agents, or those claiming under him,
149 shall affect such mortgagee's right to recover in case of loss
150 on such real estate ; provided, that the mortgagee shall, on
151 demand, pay according to the established scale of rates for
152 any increase of risks not paid for by the insured ; and when-
153 ever this company shall be liable to a mortgagee for any sum
154 for loss under this policy, for which no liability exists as to
155 the mortgagor, or owner, and this company shall elect by
156 itself, or with others, to pay the mortgagee the full amount
157 secured by such mortgage, then the mortgagee shall assign and
158 transfer to the companies interested, upon such payment, the
159 said mortgage, with the note and debt thereby secured.

This policy may be cancelled at any time at the request of the
161 insured, who shall thereupon be entitled to a return of the
162 portion of the above premium remaining, after deducting the
163 customary monthly short rates for the time this policy shall
164 have been in force. The company also reserves the right,
165 after giving written notice to the insured, and to any mortga-
166 gee to whom this policy is made payable, and tendering to the
167 insured a ratable proportion of the premium, to cancel this
168 policy as to all risks subsequent to the expiration of ten days
169 from such notice, and no mortgagee shall then have the right
170 to recover as to such risks.

No suit or action against this company for the recovery of any
172 claim by virtue of this policy shall be sustained in any court
173 of law or equity in this state, unless commenced within two
174 years from the time the loss occurred.

In witness whereof, the said company has caused this
176 policy to be signed by its president, and attested by its secre-
177 tary, or by such proper officers as may be designated, at their
178 office, in . Date .'

Sect. 2. This act shall take effect when approved.

STATE OF MAINE.

HOUSE OF REPRESENTATIVES,

Augusta, February 3, 1899.

Tabled, pending acceptance of report of Committee on Mercantile Affairs and Insurance, by Mr. MOREY of Lewiston, and bill ordered printed.

W. S. COTTON, *Clerk*.