

MAINE STATE LEGISLATURE

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Seventy-first Legislature.

HOUSE.

No. 26

STATE OF MAINE.

IN THE YEAR OF OUR LORD ONE THOUSAND NINE
HUNDRED AND THREE.

AN ACT to amend Section 1 of Chapter 18 of the Public Laws
of 1895, relating to Insurance.

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

Section 1 of chapter 18 of the Public Laws of 1895 is
2 hereby amended, so that said section as amended shall read
3 as follows:

Sect. 1. No fire insurance company shall issue fire insur-
5 ance policies on property in this State, other than those of
6 the standard form herein set forth, except as follows:

1. A company may print on or in its policies its name,
8 location, and date of incorporation, the amount of its paid
9 up capital stock, the names of its officers and agents, the
10 number and date of the policy, and, if it is issued through
11 an agent, the words, "this policy shall not be valid until

12 countersigned by the duly authorized agent of the company
13 at ——."

2. A company may use or print in its policies, printed
15 forms of description and specifications of the property
16 insured.

3. A company insuring against damage by lightning may
18 print, in the clause enumerating the perils insured against,
19 the additional words, "also any damage by lightning,
20 whether fire ensues or not," and, in the clause providing
21 for an apportionment of loss in case of other insurance, the
22 words, "whether by fire, lightning or both."

4. A company incorporated or formed in this State may
24 print in its policies, any provisions which it is authorized
25 or required by law to insert therein; and any company not
26 incorporated or formed in this State may, with the approval
27 of the Insurance Commissioner, so print any provisions
28 required by its charter or deed of settlement or by the laws
29 of its own state or country, not contrary to the laws of this
30 State; provided, that the Insurance Commissioner shall
31 require any provision which in his opinion modifies the con-
32 tract of insurance in such way as to affect the question of
33 loss, to be appended to the policy by a slip or rider as here-
34 inafter provided.

5. The blanks in said standard form may be filled in print
36 or writing.

6. A company may write upon the margin or across the
38 face of a policy, or write, or print in type not smaller than
39 long primer, upon separate slips or riders to be attached
40 thereto, provisions adding to or modifying those contained
41 in the standard form; and all such slips, riders and pro-
42 visions must be signed by the officers or agents of the com-
43 pany so using them.

7. A company may print upon policies issued in compli-
45 ance with the preceding provisions of this section, the words,

40 "Maine Standard Policy." The said standard form of
 47 policy shall be plainly printed, and no portion thereof shall
 48 be in type smaller than long primer, and shall be as follows:

Number. \$.....

(Corporate name of the company or association, its prin-
 51 cipal place or places of business.)

This company shall not be liable beyond the actual value
 53 of the insured property at the time any loss or damage hap-
 54 pens.

"Inconsideration of.....dollars to it paid by the
 56 insured, hereinafter named, the receipt whereof is hereby
 57 acknowledged, does insure.....and.....
 58 legal representatives against loss or damage by fire, to the
 59 amount of.....dollars.

(Description of property insured.)

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

Said property is insured for the term of..... ,
 68 beginning on theday of....., in the year nine-
 69 teen hundred and , at noon, and continuing until
 70 the.....day of....., in the year nineteen hundred
 71 and....., at noon, against all loss or damage by fire
 72 originating from any cause except invasion, foreign enemies,
 73 civil commotions, riots, or any military or usurped power
 74 whatever; the amount of said loss or damage to be estimated
 75 according to the actual value of the insured property at the
 76 time when such loss or damage happens, but not to include
 77 loss or damage caused by explosions of any kind unless fire
 78 ensues, and then to include that caused by fire only.

The policy shall be void if any material fact or circumstance stated in writing has not been fairly represented by the insured, provided such statement, representation or warranty is material to the risk and made with intent to defraud, or if the insured now has or shall hereafter make any other insurance on the said property without the assent in writing or in print of the company, or if, without such assent, the said property shall be removed, except that, if such removal shall be necessary for the preservation of the property from fire, this policy shall be valid without such assent for five days thereafter, or if, without such assent, the situation or circumstances affecting the risk shall, by or with the knowledge, advice, agency or consent of the insured be so altered as to cause an increase of such risks, or if, without such assent, the said property shall be sold, or this policy assigned, or if the premises hereby insured, shall become vacant by the removal of the owner or occupant, and so remain vacant for more than thirty days without such assent, or if it be a manufacturing establishment, running in whole or in part extra time, except that such establishment may run in whole or in part extra hours, not later than nine o'clock P. M., or if such establishment shall cease operations for more than thirty days without permission in writing indorsed thereon, or if the insured shall make any attempt to defraud the company, either before or after the loss, or if gun powder or any article subject to legal restriction, shall be kept in quantities or manner different from those allowed or prescribed by law, or if camphene, benzine, naphtha, or other chemical oils or burning fluids shall be kept or used by the insured on the premises insured, except that is known as refined petroleum, kerosene, or coal oil, may be used for lighting, and in dwelling houses, kerosene oil stoves may be used for domestic purposes, to be filled when cold by daylight, and with oil of lawful test only.

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

In case of any loss or damage under this policy, a state-
117 ment in writing, signed and sworn to by the insured, shall
118 be forthwith rendered to the company setting forth the value
119 of the property insured, the interest of the insured therein,
120 all other insurance thereon, in detail, the purposes for which
121 and the persons by whom the building insured, or contain-
122 ing the property insured, was used, and the time at which
123 and the manner in which the fire originated, so far as known
124 to the insured. The company may also examine the books
125 of account and the vouchers of the insured, and make
126 extracts from same.

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

If there shall be any other insurance on the property
143 insured, whether prior or subsequent, the insured shall
144 recover on this policy no greater proportion of the loss sus-
145 tained than the sum hereby insured bears to the whole
146 amount insured thereon. And whenever the company shall

147 pay any loss, the insured shall assign to it, to the extent of
148 the amount so paid, all rights to recover satisfaction for the
149 loss or damage from any person, town or other corporation,
150 excepting other insurers; or the insured, if requested, shall
151 prosecute therefor at the charge and for the account of the
152 company.

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

This policy may be cancelled at any time at the request of
169 the insured, who shall thereupon be entitled to a return of
170 the portion of the above premium remaining, after deducting
171 the customary monthly short rates for the time this policy
172 shall have been in force. The company also reserves the
173 right, after giving written notice to the insured, and to any
174 mortgagee to whom this policy is made payable, and ten-
175 dering to the insured a ratable proportion of the premium,
176 to cancel this policy as to all risks subsequent to the expira-
177 tion of ten days from such notice, and no mortgagee shall
178 then have the right to recover as to such risks.

No suit or action against this company for the recovery
180 of any claim by virtue of this policy shall be sustained in

181 any court of law or equity in this State unless commenced
182 within two years from the time the loss occurred.

In witness whereof, the said.....Company has
184 caused this policy to be signed by its president, and attested
185 by its secretary, or by such proper officers as may be desig-
186 nated, at their office, in..... Date.

STATE OF MAINE.

IN HOUSE OF REPRESENTATIVES,

AUGUSTA, January 29, 1903.

Tabled pending reference in concurrence to Committee on Mercantile Affairs and Insurance, by Mr. BURRILL of Ellsworth, and ordered printed.

W. S. COTTON, *Clerk.*