

# 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)

---

---

# SEVENTY-SECOND LEGISLATURE

---

---

HOUSE.

No. 513

---

---

## STATE OF MAINE.

---

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

---

AN ACT to amend paragraph seven of section four of chapter  
forty-nine of the Revised Statutes of Maine.

---

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

Section 1. Paragraph seven of section four of chapter  
2 forty-nine of the Revised Statutes of Maine is hereby  
3 amended by striking out from the fifty-ninth line of said  
4 paragraph the word "forthwith" and inserting in place there-  
5 of the words 'within a reasonable time' so that said para-  
6 graph shall read as follows:

'Sect. 2. VII. A company may print upon policies issued  
2 in compliance with the preceding provisions of this section,  
3 the words, "Maine standard policy." The said standard  
4 form of policy shall be plainly printed, and no portion there-  
5 of shall be in type smaller than long primer, and shall be as  
6 follows:

7 Number

\$

(Corporate name of the company or association, its principal  
9 place of places of business.)

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

In consideration of            dollars to it paid by the insured,  
13 hereinafter named, the receipt whereof is hereby acknowl-  
14 edged, does insure            and            legal representatives  
15 against loss or damage by fire, to the amount of  
16 dollars.

(Description of property insured.)

Bills of exchange, notes, accounts, evidences and securities  
19 of property of every kind, books, wearing apparel, plate,  
20 money, jewels, medals, patterns, models, scientific cabinets  
21 and collections, paintings, sculpture and curiosities are not  
22 included in said insured property, unless specially mentioned.

Said property is insured for the term of            , beginning  
24 on the            day of            , in the year nineteen hundred  
25 and            , at noon, and continuing until the            day of  
26            , in the year nineteen hundred and            , at noon,  
27 against all loss or damage by fire originating from any cause  
28 except invasion, foreign enemies, civil commotions, riots or  
29 any military or usurped power whatever; the amount of said  
30 loss or damage to be estimated according to the actual value  
31 of the insured property at the time when such loss or damage  
32 happens, but not to include loss or damage caused by  
33 explosions of any kind unless fire ensues, and then to include  
34 that caused by fire only.

This policy shall be void if any material fact or circum-  
36 stance stated in writing has not been fairly represented by  
37 the insured, or if the insured now has or shall hereafter make  
38 any other insurance on the said property without the assent  
39 in writing or in print of the company, or if, without such  
40 assent, the said property shall be removed, except that, if

41 such removal shall be necessary for the preservation of the  
42 property from fire, this policy shall be valid without such  
43 assent for five days thereafter, or if, without such assent, the  
44 situation or circumstances affecting the risk shall, by or with  
45 the knowledge, advice, agency, or consent of the insured, be  
46 so altered as to cause an increase of such risks, or if, without  
47 such assent, the said property shall be sold, or this policy  
48 assigned, or if the premises hereby insured shall become  
49 vacant by the removal of the owner or occupant, and so  
50 remain vacant for more than thirty days without such assent,  
51 or if it be a manufacturing establishment, running in whole  
52 or in part extra time, except that such establishments may  
53 run in whole or in part extra hours, not later than nine  
54 o'clock P. M., or if such establishments shall cease operations  
55 for more than thirty days without permission in writing  
56 indorsed hereon, or if the insured shall make any attempt to  
57 defraud the company, either before or after the loss, or if  
58 gunpowder or other articles subject to legal restrictions,  
59 shall be kept in quantities or manner different from those  
60 allowed or prescribed by law, or if camphene, benzine,  
61 naphtha, or other chemical oils or burning fluids shall be  
62 kept or used by the insured on the premises insured except  
63 that what is known as refined petroleum, kerosene, or coal  
64 oil, may be used for lighting, and in dwelling-houses, kero-  
65 sene oil stoves may be used for domestic purposes, to be  
66 filled when cold, by daylight, and with oil or lawful fire test  
67 only.

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

In case of any loss or damage under this policy, a statement  
72 in writing, signed and sworn to by the insured, shall be with-  
73 in a reasonable time rendered to the company setting forth

74 the value of the property insured, the interest of the insured  
75 therein, all other insurance thereon, in detail, the purposes for  
76 which and the persons by whom the building insured, or con-  
77 taining the property insured, was used and the time at which  
78 and manner in which the fire originated, so far as known to  
79 the insured. The company may also examine the books of  
80 account and vouchers of the insured, and make extracts from  
81 the same.

In case of any loss or damage, the company, within sixty  
83 days after the insured shall have submitted a statement, as  
84 provided in the preceding clause, shall either pay the amount  
85 for which it shall be liable, which amount if not agreed upon  
86 shall be ascertained by award of referees as hereinafter pro-  
87 vided, or replace the property with other of the same kind  
88 and goodness, or it may, within fifteen days after such state-  
89 ment is submitted, notify the insured of its intention to  
90 rebuild or repair the premises, or any portion thereof separ-  
91 ately insured by this policy, and shall thereupon enter upon  
92 said premises and proceed to rebuild or repair the same with  
93 reasonable expedition. It is moreover understood that there  
94 can be no abandonment of the property insured to the com-  
95 pany, and that the company shall not in any case be liable for  
96 more than the sum insured, with interest thereon from the  
97 time when the loss shall become payable, as above provided.

If there shall be any other insurance on the property  
99 insured, whether prior or subsequent, the insured shall  
100 recover on this policy no greater proportion of the loss sus-  
101 tained than the sum hereby insured bears to the whole  
102 amount insured thereon. And whenever the company  
103 shall pay any loss, the insured shall assign to it, to the extent  
104 of the amount so paid, all rights to recover satisfaction for  
105 the loss or damage from any person, town, or other corpora-  
106 tion, excepting other insurers; or the insured, if requested,

107 shall prosecute therefor at the charge and for the account of  
108 the company.

If this policy shall be made payable to a mortgagee of the  
110 insured real estate, no act or default of any person other  
111 than such mortgagee or his agents, or those claiming under  
112 him, shall affect such mortgagee's right to recover in case  
113 of loss on such real estate; provided, that the mortgagee,  
114 shall, on demand, pay according to the established scale of  
115 rates for any increase of risks not paid for by insured; and  
116 whenever this company shall be liable to a mortgagee for  
117 any sum for loss under this policy, for which no liability  
118 exists as to the mortgagor, or owner, and this company  
119 shall elect by itself, or with others, to pay the mortgagee the  
120 full amount secured by such mortgage, then the mortgagee  
121 shall assign and transfer to the companies interested, upon  
122 such payment, the said mortgage, together with the note  
123 and debt thereby secured.

This policy may be canceled at any time at the request of the  
125 insured, who shall thereupon be entitled to a return of the  
126 portion of the above premium remaining, after deducting  
127 the customary monthly short rates for the time this policy  
128 shall have been in force. The company also reserves the  
129 right, after giving written notice to the insured, and to any  
130 mortgagee to whom this policy is made payable, and tender-  
131 ing to the insured a ratable proportion of the premium, to  
132 cancel this policy as to all risks subsequent to the expiration  
133 of ten days from such notice, and no mortgagee shall then  
134 have the right to recover as to such risks.

In case of loss under this policy and a failure of the parties  
136 to agree as to the amount of loss, it is mutually agreed that  
137 the amount of such loss shall be referred to three disin-  
138 terested men, the company and the insured each choosing  
139 one out of the three persons to be named by the other, and

140 the third being selected by the two so chosen ; the award in  
141 writing by a majority of the referees shall be conclusive and  
142 final upon the parties as to the amount of loss or damage,  
143 and such reference unless waived by the parties, shall be a  
144 condition precedent to any right of action in law or equity  
145 to recover for such loss ; but no person shall be chosen or  
146 act as a referee against the objection of either party, who  
147 has acted in a like capacity within four months.

No suit or action against this company for the recovery of  
149 any claim by virtue of this policy shall be sustained in any  
150 court of law or equity in this State unless commenced within  
151 two years from the time the loss occurred.

In witness whereon, the said                      Company has caused  
153 this policy to be signed by its president, and attested by its  
154 secretary, or by such proper officers as may be designated,  
155 at their office, in                      .  
156 Date                      .

Sect. 3. This act shall take effect when approved.





STATE OF MAINE.

---

HOUSE OF REPRESENTATIVES,  
Augusta, March 10, 1905.

Reported by Mr. MILLIKEN from Committee on Mercantile Affairs  
and Insurance and ordered printed under joint rules.

E. M. THOMPSON, *Clerk.*