

# MAINE STATE LEGISLATURE

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N I N E T Y - T H I R D   L E G I S L A T U R E

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Legislative Document

No. 1317

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H. P. 1637

House of Representatives, March 20, 1947.

Reported by Mr. MacPherson from Committee on Mercantile Affairs and Insurance and laid on the table to be printed under joint rules.

HARVEY R. PEASE, Clerk.

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STATE OF MAINE

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IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
FORTY-SEVEN

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AN ACT Relating to Fire Insurance Policies.

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Be it enacted by the People of the State of Maine, as follows:

**Sec. 1. R. S., c. 56, § 96, amended.** Section 96 of chapter 56 of the revised statutes is hereby amended to read as follows:

**'Sec. 96. Only policies of standard form may be issued; exceptions.** No fire insurance company shall issue fire insurance policies on property in this state, other than those of the standard form set forth in the following section, except as follows:

**I.** 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 ~~until~~ **unless** countersigned by the duly authorized agent of the company at

."

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

~~**III.** A company insuring against damage by lightning may print, in the clause enumerating the perils insured against, the additional words,~~

~~"Also any damage by lightning whether fire ensues or not", and, in the clause providing for an apportionment of loss in case of other insurance, the words, "whether by fire, lightning, or both".~~

~~IV.~~ **III.** 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; and any company not incorporated or formed in this state may, with the approval of the commissioner, so print any provision 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; provided that 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 as hereinafter provided.

~~V.~~ **IV.** The blanks in said standard form may be filled in print or writing.

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

~~VII.~~ **VI.** A company may print upon policies issued in compliance with the preceding provisions of this section, the words, "Maine standard policy."

**VII.** The 1st 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.'

**Sec. 2. R. S., c. 56, § 97, repealed and replaced.** Section 97 of chapter 56 of the revised statutes is hereby repealed and the following enacted in place thereof:

**'Sec. 97. Form of standard policy.** The standard form of fire insurance policy shall be plainly printed, and no portion thereof shall be in type smaller than 8-point, (with permission to substitute for the word "com-

pany" a more accurate descriptive term for the type of insurer), and shall be as follows:

No. ....

In Consideration of the Provisions and Stipulations herein or added hereto and of ..... Dollars Premium this Company, for the term from the .... day of ..... 19...., at noon, Standard Time, to the .... day of ..... 19...., at (location of property involved) ....., to an amount not exceeding ..... Dollars, does insure ..... and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described hereinafter while located or contained as described in this policy, or to be removed for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

IN WITNESS WHEREOF, This Company has executed and attested these presents, but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at .....

Secretary.

President.

Countersigned this ..... day of ....., 19.....

Agent.

Concealment,  
fraud.

This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concern-

ing this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property.	This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.
Perils not included.	This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.
Other insurance.	Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.
Conditions suspending or restricting insurance.	Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.
Other perils or subjects.	Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.
Added provisions.	The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not incon-

sistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

**Waiver  
provisions.**

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to reference or to any examination provided for herein.

**Cancellation  
of policy.**

This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured, and to any mortgagee to whom this policy is made payable, a ten days' written notice of cancellation with tender of the excess of said premium above the pro rata premium for the expired time. If the premium on this policy has not been paid to the company or its agent, or to the duly licensed insurance broker through whom the contract of insurance was negotiated, this policy may be canceled by the company in the manner herein provided without tendering to the assured any part of the premium.

**Mortgagee  
interests and  
obligations.**

If this policy shall be made payable to a mortgagee of the insured real estate, no act or default of any person other than such mortgagee or his agents, or those claiming under him, shall affect such mortgagee's right to recover in case of loss on such real estate. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation. If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to reference and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

**Pro rata liability.** This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

**Requirements in case loss occurs.** The insured shall give written notice to this Company of any loss within a reasonable time, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described; and shall produce for examination all books of accounts, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

**Reference.** In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, or both, then on written demand of either, it is mutually agreed that said value or loss, or both if said failure to agree includes both, shall be referred to three disinterested persons, the Company and the insured each choosing one out of the three persons to be named by the other and the third being selected by the two so chosen; the award in writing by a majority of the referees shall be conclusive and final upon the Company and the insured as to the actual cash value and the amount of

loss or damage so referred and such reference unless waived by the Company and the insured shall be a condition precedent to any right of action in law or equity to recover for such loss; but no person shall be chosen or act as a referee against the objection of either the Company or the insured who has acted in a like capacity within four months.

**Company's options.** It shall be optional with this Company to take all, or any part, of the property at the agreed or value determined by reference, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

**Abandonment.** There can be no abandonment to this Company of any property.

**When loss payable.** The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

**Suit.** No suit or action on this policy for the recovery of any claim shall be sustained in any court of law or equity unless commenced within two years next after inception of the loss.

**Subrogation.** This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.'

**Sec. 3. R. S., c. 56, § 100, repealed.** Section 100 of chapter 56 of the revised statutes is hereby repealed.

**Sec. 4. Use of existing forms.** Companies may continue the issue of their present supply of forms of policy by attaching a rider thereto, in form approved by the insurance commissioner, which shall clearly and adequately provide that all the provisions of this act shall apply to said policies so issued. All policies printed after the effective date of this act for use in the state of Maine shall be in the form prescribed by this act.