

HOUSE . . . No. 277.

Commonwealth of Massachusetts.

HOUSE OF REPRESENTATIVES, April 4, 1873.

The Committee on Bills in the Third Reading, to whom was referred the Bill entitled "An Act in relation to Insurance Companies," report the accompanying amendment.

For the Committee,

GEO. G. CROCKER, *Chairman.*

Commonwealth of Massachusetts.

In the Year One Thousand Eight Hundred and Sixty-Three

AN ACT

To establish a Standard Form for Insurance Policies

Be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same, as follows:

[Section 1 should be amended as follows:]

1 SECT. 1. Any insurance company authorized
2 to issue policies in this Commonwealth may print
3 upon their policies the words "Massachusetts
4 Standard Policy," provided that the printed parts
5 of such policies are in the following form and lan-
6 guage, and that all other provisions of said poli-
7 cies, except as provided in section two, are in
8 writing:—

34 This policy shall be *void* if any material fact or circum-
35 stance has not been fairly represented by the
36 insured,—or if the insured now has or shall
37 hereafter make any other insurance on the said
38 property without the written assent of the company,—or
39 if, without such assent, the said property shall be removed,
40 unless such removal shall be necessary for its preservation
41 from fire,—or if the situation or circumstances affecting
42 the risk shall, by or with the advice, agency or consent of
43 the insured, be so altered as to cause an increase of such
44 risk, the non-occupancy of the premises insured or con-
45 taining the property insured not being deemed, however,
46 to cause such increase,—or if, without such assent, the
47 said property shall be sold, or this policy assigned,—or if
48 the insured shall make any attempt to defraud the com-
49 pany,—or if gunpowder or other articles subject to legal
50 restriction shall be kept in quantities or manner different
51 from those allowed or prescribed by law,—or if camphene,
52 benzine, naphtha or other chemical oils or burning fluids
53 shall be used by the insured on the premises insured, ex-
54 cept that what is known as refined petroleum, kerosene or
55 cohl-oil, may be used in stores or dwellings for lighting.
56 If, however, this policy shall be made pay-
57 able to a mortgagee, no alienation of the
58 property hereby insured, and no procuring of

59 other insurance thereon by the insured, shall affect the
60 right of the mortgagee to recover in case of loss.

61 If the insured property shall be exposed to loss or dam-
62 age by fire, the insured shall make all reason-
63 Assured to pro-
64 tect property in
case of expos-
ure to fire.
65 able exertions to save and protect the same,
and the company shall not be liable for any
loss or damage sustained in consequence of the
failure of the insured so to do.

66
67 In case of any loss or damage under this policy, the in-
68 sured shall forthwith render to the company a
69 Statement by
insured in case
of loss.
70 statement in writing, signed and sworn to, set-
ting forth the value of the property insured,
71 the interest of the insured therein, all other insurance
72 thereon, the purposes for which and the persons by whom
73 the building insured, or containing the property insured,
74 were used, and the time at which and manner in which
75 the fire originated, so far as such time and manner are
76 known to the insured; and shall also, upon request, sub-
77 mit to the examination of the company books of
78 account and vouchers, and permit extracts of the same to
79 be made.

80 In case of any loss or damage, the company, within sixty
81 days after the insured shall have submitted a
82 Payment of loss
83 to be made
84 within 60 days
after proof, un-
less company
elects to replace
or repair.
85 statement, as provided in the preceding clause,
shall either pay the amount for which it shall
be liable, or replace the property with other
of the same kind and goodness,—or it may,
86 within thirty days after such statement is submitted, no-
87 tify the insured of its intention to rebuild or repair the
88 premises, and shall thereupon enter upon said premises
89 and proceed to rebuild or repair the same with reasonable
90 expedition. It is moreover understood that there can be
91 no abandonment of the property insured to the company,
92 and that the company shall not be liable for more than
93 the sum insured in any case whatsoever.

94 If there shall be any *other insurance* on the property
95 insured, whether prior or subsequent, the in-
96 Apportionment
97 of loss in case
of other insur-
ance.
98 sured shall recover on this policy no greater
proportion of the loss sustained than the sum
hereby insured bears to the whole amount in-

99 sured thereon. And whenever the company shall pay
100 any loss, the insured shall sign over to it, to
101 the extent of the amount so paid, all rights
102 to recover satisfaction for the loss or damage
103 from any person, town, or other corporation,
104 excepting other insurers; or the insured, if requested,
105 shall prosecute therefor at the charge and for the account
106 of the company.

Insured to assign to company claims against third parties.

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107 This policy may be *cancelled* at any time at the request
108 of the insured, who shall thereupon be entitled
109 to a return of a portion of the above premium Cancellation of
110 remaining, after deducting the customary policy.
111 monthly short rates for the time this policy shall have
112 been in force. The company also reserves the right,
113 after giving written notice to the insured, and tendering
114 to the insured a ratable proportion of the premium for
115 the unexpired term, to cancel this policy as to all risks
116 subsequent to the expiration of ten days from such
117 notice.

Cancellation of policy.

118 In case any difference of opinion shall arise as to the
119 rights of the parties under this policy, the
120 subject thereof shall be referred to three dis-
121 interested men, the company and the insured
122 each choosing one out of five persons to be named by the
123 other, and the third being selected by the two so chosen,
124 and the decision of a majority of said referees shall be
125 final and binding on the parties.

Differences to
be submitted to
referees.

129 in the year one thousand eight hundred and

President.

Secretary,

