

No. 415, S.]

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CHAPTER 387.

AN ACT to provide for a uniform policy of fire insurance to be known as the Wisconsin standard fire policy, to be issued in the state by all insurance companies taking fire risks on property within the state.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

Commissioner
to prepare
form.

SECTION 1. The commissioner of insurance shall prepare and file in his office immediately after the passage and publication of this act, a printed form in blank of a contract or policy of fire insurance containing the following provisions, agreements and conditions, and such form when so filed shall be known as the Wisconsin standard policy to-wit:

No. ———.

§——.

Form of Wis-
consin Stand-
ard policy.

—————In consideration of the stipulations here-
in named and of ———Dollars premium does
insure ——— for the term of ——— from the——
day of ———, 18——, at noon, to the —— day of
——, 18——, at noon, against all direct loss or
damage by fire, except as hereinafter provided,
to an amount not exceeding —— Dollars to the
following described property while located and
contained as described herein and not else-
where, to-wit:——

Conditions of
policy.

Except when otherwise provided by statute this company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if they differ, then by apprais-

ers, as hereinafter provided; and the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice and proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, and also to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be no abandonment to this company of the property described. This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss. This entire policy, unless otherwise provided by agreement endorsed hereon or added hereto, shall be void if the insured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered in whole or in part by this policy, or if the subject of insurance be a manufacturing establishment, and it be operated in whole or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering or repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in fee simple; or if the subject of insurance be personal prop-

erty and be or become incumbered by a chattel mortgage; or if, with the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed; or if any change other than by the death of an insured, take place in the interest, title or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzine, benzole, dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine or other explosives, phosphorus or petroleum or any of its products of greater inflammability than kerosene oil of the United States standard (which last may be used for lights and kept for sale according to law, but in quantities not exceeding five barrels, provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for ten days. This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but liability for direct damage by lightning may be assumed by specific agreement hereon. If a building or any part thereof fall, except as

the result of fire, all insurance by this policy on such building or its contents shall immediately cease. This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities; nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, tools or property, held on storage, or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing process or otherwise; nor for any greater proportion of the value of plate glass, frescoes and decorations than that which this policy shall bear to the whole insurance on the building described. If an application, survey, plan or description of property be referred to in this policy it shall be a part of this contract and a warranty by the insured. This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void. This policy shall be cancelled at any time at the request of the insured; or by the company by giving five days' notice of such cancellation, unless during a time in which the hazard shall be increased solely by the act of God, and in such case and during such time of such increase of hazard the company shall not cancel this policy except upon sixty days' notice of such cancellation without the consent of the assured. If this policy shall be cancelled as hereinbefore provided, or become void or cease the premium having been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the customary short rate; except that when this policy is cancelled by this company by giving notice it shall retain only the pro rata

premium. If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached or appended hereto. If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time of fire, whether the same cover in new location or not. If fire occur the insured shall give immediate notice of any loss thereby, in writing to this company, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, within sixty days after the fire, unless such time is extended by agreement with the company through the local agent, or any other authorized agent or any adjuster acting for such company concerning such loss, shall render a statement to this company, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each

item thereof and the amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descriptions and schedules in all policies, 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 fire; and shall furnish, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify. The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations all under oath by any person named by this company, and subscribe the same; and, as often as required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made. In the event of disagreement in the amount of loss the same shall, as above provided, be ascertained by two competent and disinterested appraisers, who shall be residents of this state unless otherwise agreed by the parties thereto; the insured and this company each selecting one within thirty-five days after the mailing of proof of loss to said company, as herein stated, and in case either party fails to select an appraiser within such time the other appraiser and the umpire selected, as herein provided, may act as a board of appraisers, and whatever award they shall

find shall be as binding as though the two appraisers had been chosen; and the two so chosen shall first select a competent and disinterested umpire, provided that if after five days the two appraisers cannot agree on such an umpire, the presiding judge of the circuit court of the county wherein the loss occurs may appoint such an umpire upon application of either party in writing by giving five days' notice thereof in writing to the other party. Unless within thirty days after proof of the loss has been mailed to the company, either party, the assured or the company, shall have notified the other in writing that such party demands an appraisal, such right of an appraisal shall be waived; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the expenses of the appraisal and umpire. This company shall not be held to have waived except as above expressly provided for any provision or condition of this policy or any forfeiture thereof by any requirement, act or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss shall become payable sixty days after the notice and proof of the loss herein required have been received by this company. This company shall not be liable under this policy for a greater proportion of any loss on the described property or for loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole insurance, whether valid or not, or by solvent or insolvent insurers covering such property, and the extent of the application of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by agreement or condition written hereon or attached or appended hereto. Liability for reinsurance shall be as

specifically agreed hereon. If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, be subrogated to the extent of such payment, to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment. Whenever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word loss occurs, it shall be deemed the equivalent of "loss or damage." If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, membership policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached or appended hereto. This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no officer, agent or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement endorsed hereon or added hereto, and no other officer, agent or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officers, agent or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached. Up to the time of the delivery of the policy to assured, in all transactions relating to this policy or to the property

herein insured, between the assured and any agent of the company, knowledge of the agent shall be knowledge of the company; and in all transactions relating to the subject of insurance, between the insured and any agent of the company after loss, knowledge of the agent shall be knowledge of the company. In witness whereof, this company has executed and attested these presents this — day of —, 18—.

(Indorsements.)

ASSIGNMENT OF INTEREST BY INSURED.

Assignm. ent. The interest of — — as owner of property covered by this policy is hereby assigned to — — subject to the consent of (name of company).

— —,
Signature of the insured.

Dated —.

Note.—To secure mortgages, if desired, the policy should be made payable on its face to such mortgagee, as follows: Loss if any, payable to John Doe, mortgagee.

CONSENT OF COMPANY TO ASSIGNMENT OF INTEREST.

Consent of company. — — (name of company) hereby consents that the interest of — — as owner of the property covered by this policy be assigned to — —.

— —,
Signature for company.

Dated —.

STANDARD FIRE INSURANCE POLICY OF THE STATE OF WISCONSIN.

Expires —.

Property —.

Am't \$ —. Premium \$ —.

No.—

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

SECTION 2. Immediately after filing said form of policy in the office of said commissioner of insurance, he shall have five hundred copies of the same printed, together with five hundred copies of this act, and mail each company doing a fire insurance business, in this state, copies of the same.

Commissioner to furnish copies to company.

SECTION 3. No fire insurance company, corporation or association, except township mutual insurance companies, their officers or agents shall make, issue, use or deliver for use, any fire insurance policy on property in this state, other than such as shall conform in all particulars, as to blanks, size of type, context, provisions, agreements and conditions with the printed form of contract or policy so filed in the office of the commissioner of insurance, as provided for in the first section of this act, and no other or different provision, agreement, condition or clause shall in any manner be made a part of said contract or policy, or be endorsed thereon or delivered therewith, except as follows, to-wit: 1st. The name of the company, its location or place of business, the date of its incorporation or organization and the state or county under which the same is organized, the amount of paid up capital stock, whether it is a stock or mutual company, the names of its officers, the number and date of the policy; and if it be issued through a manager or agent of the company, the words "This policy shall not be valid, until countersigned by the duly authorized manager or agent of the company at —," may be printed on policies issued on property in this state.

No other policy to be used.

2d. Printed or written forms of description and specifications, or schedules of the property covered by any particular policy, and any other matter necessary to clearly express all the facts and conditions of insurance on any particular risk (which facts or conditions shall in no case

Schedules may be attached to policy.

be inconsistent with or a waiver of any of the provisions or conditions of the standard policy herein provided for), may be written upon or attached or appended to any policy issued on property in this state.

Other provisions may be presented—when.

3d. A company, corporation or association organized or incorporated under and in pursuance of the laws of this state, or elsewhere, if entitled to do business in this state, may with the approval of the commissioner of insurance, if the same is not already included in the standard form, as provided for in the first section of this act, print on its policies any provisions which it is required by law to insert therein, if such provision is not in conflict with the laws of this state, or of the United States, or of the provisions of the standard form provided for herein, but said provision or provisions shall be printed apart from the other provisions, agreements or conditions of the policy, and in type not smaller than the body of the policy, and under separate title, as follows: "Provisions required by law to be stated in this policy," and be a part of said policy.

Endorsements.

4th. There may be endorsed on the outside of any policy herein provided for, the name, with the word "agent" or "agents" and place of business of any insurance agent or agents, either by writing, printing, stamping or otherwise.

Two or more companies may issue joint policy.

5th. Where two or more companies (each having previously complied with the laws of this state) unite to issue a joint policy, there may be expressed in the heading of such policy the fact of the severalty of the contract; also the proportion of premium to be paid to each company and the proportion of liability which each company agrees to assume. And in the printed conditions of such policy the necessary change may be made from the singular to the plural number, when reference is had to the companies issuing such policy.

Penalty.

SECTION 4. Any insurance company, its officers or agents, or either of them, violating any provisions of this act, by making, issuing, delivering or offering to deliver, any policy of fire in-

insurance on property in this state, except as hereinbefore provided, shall be guilty of a misdemeanor, and upon complaint made by the commissioner of insurance or by any citizen of this state shall, upon conviction thereof, be punished by a fine of not less than fifty dollars nor more than one hundred for the first offense, and of not less than one hundred nor more than two hundred and fifty dollars for each subsequent offense; but any policy so made, issued and delivered shall, nevertheless, be binding upon the company issuing the same, and such company shall thereafter be disqualified from doing any insurance business in this state.

SECTION 5. All acts or parts of acts conflicting with the provisions of this act are hereby repealed. ^{Repeal.}

SECTION 6. This act shall take effect and be in force from and after its passage and publication.

Approved April 19, 1895.