

No. 711, S.]

[Published August 17, 1951.

CHAPTER 730.

AN ACT to repeal and recreate 202.085 of the statutes, relating to the standard town mutual policy.

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

202.085 of the statutes is repealed and recreated to read:

202.085 STANDARD TOWN MUTUAL POLICY. (1) The commissioner of insurance shall prepare and keep on file printed forms, sizes 8½ by 14 inches and 9 x 15½ inches, in blank of a policy of insurance containing the provisions, agreements and conditions specified in this section. Any company organized or operating under this chapter may at its option use either size. The following policy form is declared to be known as the "Standard Town Mutual Policy":

(First page of Policy)

STANDARD TOWN MUTUAL POLICY

No. Mutual Company
(Space for insertion of name of company or companies issuing the policy and other matter permitted to be stated at the head of the policy.)
(Space for listing amounts of insurance, rates and premiums for the basic coverages insured under the standard town mutual form of policy and for additional coverages or perils insured under indorsements attached.)

**IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN
OR ADDED HERETO**

and of Dollars Premium
this Company, for the term of
from the day of, 19..... } at noon, Standard Time, at
to the day of, 19..... } 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 pro rata 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.

(Space for description of property and optional space for attachment of riders, forms and endorsements.)

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 this day of, 19..... This policy shall not be valid until countersigned by the duly authorized officers of the Company.

Attest:, Secretary , President

(Second page of policy)

- 1. CONCEALMENT, This entire policy shall be void if, whether
- 2. FRAUD. before or after a loss, the insured has wil-
- 3. fully concealed or misrepresented any ma-
- 4. terial fact or circumstance concerning this insurance, or the
- 5. subject thereof, or the interest of the insured therein, or in case
- 6. of any fraud or false swearing by the insured relating thereto.
- 7. UNINSURABLE This policy shall not cover accounts, bills,
- 8. AND currency, deeds, evidences of debt, money or
- 9. EXCEPTED PROPERTY. securities; nor, unless specifically named
- 10. hereon in writing, bullion or manuscripts.
- 11. PERILS NOT This Company shall not be liable for loss by
- 12. INCLUDED. fire or other perils insured against in this
- 13. policy caused, directly or indirectly, by: (a)
- 14. enemy attack by armed forces, including action taken by mili-

15. tary, naval or air forces in resisting an actual or an immediately
16. impending enemy attack; (b) invasion; (c) insurrection; (d)
17. rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
18. order of any civil authority except acts of destruction at the time
19. of and for the purpose of preventing the spread of fire, provided
20. that such fire did not originate from any of the perils excluded
21. by this policy; (i) neglect of the insured to use all reasonable
22. means to save and preserve the property at and after a loss, or
23. when the property is endangered by fire in neighboring prem-
24. ises; (j) nor shall this Company be liable for loss by theft.
25. OTHER INSURANCE. Other insurance may be prohibited or the
26. amount of insurance may be limited by en-
27. dorsement attached hereto.
28. CONDITIONS SUSPENDING OR RESTRICTING INSURANCE. UNLESS OTHER-
29. WISE PROVIDED IN WRITING ADDED HERETO THIS COMPANY SHALL NOT
30. BE LIABLE FOR LOSS OCCURRING
31. (a) while the hazard is increased by any means within the con-
32. trol or knowledge of the insured; or
33. (b) while a described building, whether intended for occupancy
34. by owner or tenant, is vacant or unoccupied beyond a period of
35. sixty consecutive days; or
36. (c) as a result of explosion or riot, unless fire ensue, and in
37. that event for loss by fire only.
38. OTHER PERILS Any other peril to be insured against or sub-
39. OR SUBJECTS. ject of insurance to be covered in this policy
40. shall be by endorsement in writing hereon or
41. added hereto.
42. ADDED PROVISIONS. The extent of the application of insurance
43. under this policy and of the contribution to
44. be made by this Company in case of loss, and any other pro-
45. vision or agreement not inconsistent with the provisions of this
46. policy, may be provided for in writing added hereto, but no pro-
47. vision may be waived except such as by the terms of this policy
48. is subject to change.
49. WAIVER No permission affecting this insurance shall
50. PROVISIONS. exist, or waiver of any provision be valid,
51. unless granted herein or expressed in writing
52. added hereto. No provision, stipulation or forfeiture shall be
53. held to be waived by any requirement or proceeding on the part
54. of this Company, relating to appraisal or to any examination
55. provided for herein.
56. CANCELLATION This policy shall be cancelled at any time
57. OF POLICY. at the request of the insured, in which case
58. this Company shall, upon demand and sur-
59. render of this policy, refund the excess of paid premium above
60. the customary short rates for the expired time. This pol-
61. icy may be cancelled at any time by this Company by giving
62. to the insured a five days' written notice of cancellation with
63. or without tender of the excess of paid premium above the pro
64. rata premium for the expired time, which excess, if not ten-
65. dered, shall be refunded on demand. Notice of cancellation shall
66. state that said excess premium (if not tendered) will be re-
67. funded on demand.
68. MORTGAGEE If loss hereunder is made payable, in whole
69. INTERESTS AND or in part, to a designated mortgagee not
70. OBLIGATIONS. named herein as the insured, such interest in
71. this policy may be cancelled by giving to such
72. mortgagee a ten days' written notice of can-
73. cellation.
74. If the insured fails to render proof of loss such mortgagee, upon
75. notice, shall render proof of loss in the form herein specified
76. within sixty (60) days thereafter and shall be subject to the pro-
77. visions hereof relating to appraisal and time of payment and of
78. bringing suit. If this Company shall claim that no liability ex-
79. isted as to the mortgagor or owner, it shall, to the extent of pay-
80. ment of loss to the mortgagee, be subrogated to all the mort-
81. gagee's rights of recovery, but without impairing mortgagee's
82. right to sue; or it may pay off the mortgage debt and require
83. an assignment thereof and of the mortgage. Other provisions
84. relating to the interests and obligations of such mortgagee may
85. be added hereto by agreement in writing.
86. PRO RATA LIABILITY. This Company shall not be liable for a greater
87. proportion of any loss than the amount
88. hereby insured shall bear to the whole insurance covering the

89. property against the peril involved, whether collectible or not.
90. REQUIREMENTS IN The insured shall give immediate written
91. CASE LOSS OCCURS. notice to this Company of any loss, protect
92. the property from further damage, forthwith
93. separate the damaged and undamaged personal property, put
94. it in the best possible order, furnish a complete inventory of
95. the destroyed, damaged and undamaged property, showing in
96. detail quantities, costs, actual cash value and amount of loss
97. claimed; AND WITHIN SIXTY DAYS AFTER THE LOSS, UNLESS SUCH TIME
98. IS EXTENDED IN WRITING BY THIS COMPANY, THE INSURED SHALL RENDER
99. TO THIS COMPANY A PROOF OF LOSS, signed and sworn to by the
100. insured, stating the knowledge and belief of the insured as to
101. the following: the time and origin of the loss, the interest of the
102. insured and of all others in the property, the actual cash value of
103. each item thereof and the amount of loss thereto, all encum-
104. brances thereon, all other contracts of insurance, whether valid
105. or not, covering any of said property, any changes in the title,
106. use, occupation, location, possession or exposures of said prop-
107. erty since the issuing of this policy, by whom and for what
108. purpose any building herein described and the several parts
109. thereof were occupied at the time of loss and whether or not it
110. then stood on leased ground, and shall furnish a copy of all the
111. descriptions and schedules in all policies and, if required, verified
112. plans and specifications of any building, fixtures or machinery
113. destroyed or damaged. The insured, as often as may be reason-
114. ably required, shall exhibit to any person designated by this
115. Company all that remains of any property herein described, and
116. submit to examinations under oath by any person named by this
117. Company, and subscribe the same; and, as often as may be
118. reasonably required, shall produce for examination all books of
119. account, bills, invoices and other vouchers, or certified copies
120. thereof if originals be lost, at such reasonable time and place as
121. may be designated by this Company or its representative, and
122. shall permit extracts and copies thereof to be made.
123. APPRAISAL. In case the insured and this Company shall
124. fail to agree as to the actual cash value or
125. the amount of loss, then, on the written demand of either, each
126. shall select a competent and disinterested appraiser and notify
127. the other of the appraiser selected within twenty days of such
128. demand. The appraisers shall first select a competent and dis-
129. interested umpire; and failing for fifteen days to agree upon
130. such umpire, then, on request of the insured or this Company,
131. such umpire shall be selected by a judge of a court of record in
132. the state in which the property covered is located. The ap-
133. praisers shall then appraise the loss, stating separately actual
134. cash value and loss to each item; and, failing to agree, shall
135. submit their differences, only, to the umpire. An award in writ-
136. ing, so itemized, of any two when filed with this Company shall
137. determine the amount of actual cash value and loss. Each
138. appraiser shall be paid by the party selecting him and the ex-
139. penses of appraisal and umpire shall be paid by the parties
140. equally.
141. COMPANY'S It shall be optional with this Company to
142. OPTIONS. take all, or any part, of the property at the
143. agreed or appraised value, and also to re-
144. pair, rebuild or replace the property destroyed or damaged with
145. other of like kind and quality within a reasonable time, on giv-
146. ing notice of its intention so to do within thirty days after the
147. receipt of the proof of loss herein required.
148. ABANDONMENT. There can be no abandonment to this Com-
149. pany of any property.
150. WHEN LOSS The amount of loss for which this Company
151. PAYABLE. may be liable shall be payable sixty days
152. after proof of loss, as herein provided, is
153. received by this Company and ascertainment of the loss is made
154. either by agreement between the insured and this Company ex-
155. pressed in writing or by the filing with this Company of an
156. award as herein provided.
157. SUIT. No suit or action on this policy for the recov-
158. ery of any claim shall be sustainable in any
159. court of law or equity unless all the requirements of this policy
160. shall have been complied with, and unless commenced within
161. twelve months next after inception of the loss.
162. SUBROGATION. This Company may require from the insured
163. an assignment of all right of recovery against

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164. any party for loss to the extent that payment therefor is made
165. by this Company.

CLAUSES

Work and materials clause: Permission granted for such use of the premises as is usual or incidental in the business, as conducted therein, and to keep and use all articles and materials usual or incidental to such business, in such quantities as the exigencies of the business require.

Alterations and repairs clause: Permission granted to make additions, alterations, improvements and repairs to any building described in this policy.

Electrical apparatus clause: If electrical appliances or devices (including wiring) are covered under this policy, this company shall not be liable for any electrical injury or disturbance to the said electrical appliances or devices (including wiring) caused by electrical currents artificially generated unless fire ensues, and if fire does ensue this company shall be liable only for its proportion of loss caused by such ensuing fire.

Machinery, live stock and farm products off premises clause: Any insurance under this policy on farm machinery, implements, tools, vehicles, live stock and farm products is extended to cover while on or temporarily off the premises.

(Third page of policy)

ARTICLES OF ORGANIZATION
BY-LAWS

And it is hereby mutually understood and agreed by and between this company and the assured, that this policy is made and accepted with reference to the foregoing Articles of Organization and By-Laws, which are hereby declared to be a part of this contract.

(Fourth page of policy)

ASSIGNMENT OF INTEREST BY INSURED

The interest of as owner of property covered by this Policy is hereby assigned to subject to the consent of the Insurance Company.

Dated, 19.....

Signature of the Insured.

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 BY COMPANY TO ASSIGNMENT OF INTEREST

The Insurance Company hereby consents that the interest of as owner of the property covered by this policy be assigned to

Dated at, Wis.,, 19.....

..... INSURANCE COMPANY.
By, Secretary.

STANDARD TOWN MUTUAL POLICY.

No.

(Name of Company)

Assured of

Amount Insured \$.....

Premium \$.....

Fees \$.....

Expires, 19....., Agent

IN CASE OF LOSS THE PRESIDENT OR SECRETARY MUST BE
NOTIFIED IMMEDIATELY
NOTICE

The insured is notified that by virtue of this Policy he is a member of the Insurance Company, of County, Wisconsin, and that the annual meetings of said Company are held in, County, Wisconsin, on the (date) in (month) of each year at o'clock M.

In communicating with the Company, give the number of your policy.

(2) No town mutual insurance company, its officers or agents, shall issue, use or deliver for use any insurance policy on property in this state, unless it shall conform as to all provisions, agreements and conditions of the standard town mutual policy as set forth in subsection (1). The name of the company shall, and its location or place of business and the date of its organization may at the option of the company be printed on the policies. There may be inserted in the space indicated therefor or added to the policy by agreement in writing thereon or by indorsement thereto descriptions and specifications by schedule or otherwise of the property covered. Appropriate forms of indorsements, whereby the interest in the property described in such policy shall be insured against one or more of the perils which the insurer issuing the policy is empowered to assume may be used in connection with the standard town mutual policy. Such form of indorsements attached or printed thereon may contain provisions and stipulations inconsistent with the standard town mutual policy, provided that the fire and lightning portions thereof shall be in accord substantially with such standard town mutual policy. Subject to the approval of the commissioner, the first page of the standard town mutual policy may be rearranged as to all provisions thereof and to provide space for listing of rates and premiums for coverages insured thereunder or under indorsements attached or printed thereon.

Approved August 3, 1951.