

*and from time to time the adjustments thereof* of employes of such board, department, commission or institution, and the secretary of state shall thereupon extend a credit in like sum therefor, to all appropriations. \* \* \* *and including* those in which the receipts are appropriated or reappropriated *wherein the director shall determine whether a supplementary appropriation is necessary therefor.*

SECTION 6. 14.71 (1n) (i) of the statutes is repealed, recreated and renumbered to read:

14.71 (1n) (h) The payment of such initial basic cost of living bonus shall commence in the first full calendar month and for the first regular pay roll period occurring therein following the effective date of this subsection.

SECTION 7. 20.07 (16) of the statutes is amended to read:

20.07 (16) There is appropriated from the general fund to the various boards, departments, commissions or institutions of the state a sum sufficient for the fiscal year ending June 30, \* \* \* 1945, and annually, beginning July 1, \* \* \* 1945, a sum sufficient, to be used to supplement the appropriation of any such board, department, commission or institution \* \* \* *and including* appropriations in which the receipts are appropriated or reappropriated *wherein the director shall determine whether a supplementary appropriation is necessary therefor,* for the payment of the \* \* \* *initial basic cost of living bonus and from time to time the adjustments thereof* to employes as provided in section 14.71 (1n).

Approved July 17, 1945.

No. 363, S.]

[Published July 24, 1945.]

#### CHAPTER 474.

AN ACT to repeal 200.19 (5); to renumber 203.02 (3) to be 203.02 (2); to amend 203.02 (2) (as renumbered), 203.04, 203.06 (1) and 203.07 (1); and to repeal and recreate 203.01 and 203.03 of the statutes, relating to the standard fire insurance policy.

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

SECTION 1. 203.01 of the statutes is repealed and recreated to read:

203.01 STANDARD FIRE POLICY. (1) The commissioner of insurance shall keep on file printed forms in blank of the standard policy of fire insurance, containing the provisions, agreements and conditions specified in this section. The following policy form is declared to be and shall be known as the "Standard Policy."

STANDARD POLICY

No. \_\_\_\_\_ Company  
 Insert "Stock" or "Mutual"

[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 form of policy and for additional coverages or perils insured under endorsements 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.

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.

- 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 mate-
- 4 rial fact or circumstance concerning this insurance or the subject
- 5 thereof, or the interest of the insured therein, or in case of any
- 6 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 military,
- 15 naval or air forces in resisting an actual or immediately im-
- 16 pending enemy attack; (b) invasion; (c) insurrection; (d) rebel-
- 17 lion; (e) revolution; (f) civil war; (g) usurped power; (h) order
- 18 of any civil authority except acts of destruction at the time of and
- 19 for the purpose of preventing the spread of fire, provided that
- 20 such fire did not originate from any of the perils excluded by this
- 21 policy; (i) neglect of the insured to use all reasonable means to
- 22 save and preserve the property at and after a loss, or when the
- 23 property is endangered by fire in neighboring premises; (j) nor
- 24 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 otherwise
- 29 provided in writing added hereto this Company shall not be liable
- 30 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 that
- 37 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 provision  
 45 or agreement not inconsistent with the provisions of this policy,  
 46 may be provided for in writing added hereto, but no provision  
 47 may be waived except such as by the terms of this policy is sub-  
 48 ject 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 of  
 54 this Company relating to appraisal or to any examination pro-  
 55 vided for herein.

56 **Cancellation** This policy shall be cancelled at any time at  
 57 **of policy.** the request of the insured, in which case this  
 58 Company shall, upon demand and surrender  
 59 of this policy, refund the excess of paid premium above the cus-  
 60 tomary short rates for the expired time. This policy may be  
 61 cancelled at any time by this Company by giving to the insured  
 62 a five days' written notice of cancellation with or without tender  
 63 of the excess of paid premium above the pro rata premium for  
 64 the expired time, which excess, if not tendered, shall be re-  
 65 funded on demand. Notice of cancellation shall state that said  
 66 excess premium (if not tendered) will be refunded on demand.

67 **Mortgagee** If loss hereunder is made payable, in whole  
 68 **interests and** or in part, to a designated mortgagee not  
 69 **obligations.** named herein as the insured, such interest in  
 70 this policy may be cancelled by giving to such  
 71 mortgagee a ten days' written notice of cancellation.

72 If the insured fails to render proof of loss such mortgagee, upon  
 73 notice, shall render proof of loss in the form herein specified  
 74 within sixty (60) days thereafter and shall be subject to the pro-  
 75 visions hereof relating to appraisal and time of payment and of  
 76 bringing suit. If this Company shall claim that no liability ex-  
 77 isted as to the mortgagor or owner, it shall, to the extent of pay-  
 78 ment of loss to the mortgagee, be subrogated to all the mort-  
 79 gagee's rights of recovery, but without impairing mortgagee's  
 80 right to sue; or it may pay off the mortgage debt and require  
 81 an assignment thereof and of the mortgage. Other provisions  
 82 relating to the interests and obligations of such mortgagee may  
 83 be added hereto by agreement in writing.

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

88 **Requirements in** The insured shall give immediate written  
 89 **case loss occurs,** notice to this Company of any loss, protect  
 90 the property from further damage, forthwith  
 91 separate the damaged and undamaged personal property, put it  
 92 in the best possible order, furnish a complete inventory of the  
 93 destroyed, damaged and undamaged property, showing in detail  
 94 quantities, costs, actual cash value and amount of loss claimed;  
 95 and within sixty days after the loss, unless such time is extended  
 96 in writing by this Company, the insured shall render to this  
 97 Company a proof of loss, signed and sworn to by the insured,  
 98 stating the knowledge and belief of the insured as to the follow-  
 99 ing: the time and origin of the loss, the interest of the insured  
 100 and of all others in the property, the actual cash value of each  
 101 item thereof and the amount of loss thereto, all encumbrances  
 102 thereon, all other contracts of insurance, whether valid or not,  
 103 covering any of said property, any changes in the title, use,  
 104 occupation, location, possession or exposures of said property

105 since the issuing of this policy, by whom and for what purpose  
 106 any building herein described and the several parts thereof were  
 107 occupied at the time of loss and whether or not it then stood on  
 108 leased ground, and shall furnish a copy of all the descriptions  
 109 and schedules in all policies and, if required, verified plans and  
 110 specifications of any building, fixtures or machinery destroyed  
 111 or damaged. The insured, as often as may be reasonably re-  
 112 quired, shall exhibit to any person designated by this Company  
 113 all that remains of any property herein described, and submit  
 114 to examinations under oath by any person named by this Com-  
 115 pany, and subscribe the same; and, as often as may be reasonably  
 116 required, shall produce for examination all books of account,  
 117 bills, invoices and other vouchers, or certified copies thereof if  
 118 originals be lost, at such reasonable time and place as may be  
 119 designated by this Company or its representative, and shall  
 120 permit extracts and copies thereof to be made.

121 **Appraisal.** In case the insured and this Company shall  
 122 fail to agree as to the actual cash value or  
 123 the amount of loss, then, on the written demand of either, each  
 124 shall select a competent and disinterested appraiser and notify  
 125 the other of the appraiser selected within twenty days of such  
 126 demand. The appraisers shall first select a competent and dis-  
 127 interested umpire; and failing for fifteen days to agree upon such  
 128 umpire, then, on request of the insured or this Company, such  
 129 umpire shall be selected by a judge of a court of record in  
 130 the state in which the property covered is located. The appraisers  
 131 shall then appraise the loss, stating separately actual cash value  
 132 and loss to each item; and, failing to agree, shall submit their  
 133 differences, only, to the umpire. An award in writing, so item-  
 134 ized, of any two when filed with this Company shall determine  
 135 the amount of actual cash value and loss. Each appraiser shall  
 136 be paid by the party selecting him and the expenses of appraisal  
 137 and umpire shall be paid by the parties equally.

138 **Company's** It shall be optional with this Company to  
 139 **options.** take all, or any part, of the property at the  
 140 agreed or appraised value, and also to re-  
 141 pair, rebuild or replace the property destroyed or damaged with  
 142 other of like kind and quality within a reasonable time, on giving  
 143 notice of its intention so to do within thirty days after the receipt  
 144 of the proof of loss herein required.

145 **Abandonment** There can be no abandonment to this Com-  
 146 pany of any property.

147 **When loss** The amount of loss for which this Company  
 148 **payable.** may be liable shall be payable sixty days  
 149 after proof of loss, as herein provided, is  
 150 received by this Company and ascertainment of the loss is made  
 151 either by agreement between the insured and this Company ex-  
 152 pressed in writing or by the filing with this Company of an award  
 153 as herein provided.

154 **Suit.** No suit or action on this policy for the recov-  
 155 ery of any claim shall be sustainable in any  
 156 court of law or equity unless all the requirements of this policy  
 157 shall have been complied with, and unless commenced within  
 158 twelve months next after inception of the loss.

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

**Standard Policy**

Expires .....	Property .....
Amount \$.....	Total Premium \$.....
Insured .....	

See Inside of Policy for Perils Covered

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.

(2) The position of the number of the policy and the arrangement of and spacing between lines endorsed on the fourth page of the policy may be modified by the insurer to suit its convenience. It shall also be optional for the insurer to insert the words "renewal of number" on the first page of the policy followed by a blank line on which an appropriate number may be placed.

SECTION 2. 203.02 (3) of the statutes is renumbered to be 203.02 (2) and amended to read:

203.02 (2) Every mutual fire insurance company shall contain in its name, which shall be upon the first page in every policy \* \* \*, the word mutual, and every stock corporation shall, upon the face of its policies, express that it is a stock corporation. *If necessary any company may also express its manner of operating in this state, and any company organized under special charter may so indicate and may state on filing side and front page whether the policy is nonassessable.*

SECTION 3. 203.03 of the statutes is repealed and recreated to read:

203.03 INTEREST OF THE INSURED. The term "interest of the insured" as used in such standard fire insurance policy shall be deemed to include the interest of the named insured and of his or her spouse, when the insured property is owned by them in joint tenancy or is so transferred.

SECTION 4. 203.04 of the statutes is amended to read:

203.04 (1) Whenever an appraisal is demanded and an appraiser appointed under the standard fire insurance policy, the other party shall designate an appraiser within \* \* \* 20 days after receipt of notice of such demand and appointment. If no appraiser is appointed by such other party, the party demanding the appraisal may make application for the appoint-

ment of an umpire, in the manner provided in subsection (2) \* \* \*. Such umpire together with the appraiser named by the one party shall thereupon act as a board of appraisers and their award shall be as binding as though both parties had chosen appraisers.

(2) Application for the selection of an umpire pursuant to the provisions relating to appraisals shall be made to a judge of \* \* \* *a court of* \* \* \* *record in the state* in which the property insured was located at the time of the fire, on 5 days' notice in writing, to be given by either party to the other. Such notice when served by the insured must be served as provided in section 262.09 (4) or (8); and the judge shall, on proof by affidavit of the failure or neglect of said appraisers to select an umpire within the time provided in said policy, and of the service of notice aforesaid, forthwith appoint a competent and disinterested person to act as umpire in the ascertainment of the amount of said loss or damage.

SECTION 5. 203.06 (1) of the statutes is amended to read:

203.06 (1) No person except town mutual insurance companies, shall issue, use or deliver for use any fire insurance policy on property in this state, unless it shall conform in all particulars \* \* \* with the printed form \* \* \* of policy, \* \* \* filed in the office of the commissioner as provided for in sections 203.01 to 203.08, and no other or different provisions, agreements, conditions or clauses shall be a part of said policy, \* \* \* except that 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, whether it is a stock or mutual company, *or the manner in which it operates in this state*, and the name of its officers, \* \* \* may be printed on the policies. Subject to the approval of the commissioner there may be placed on the policy any emblem or medallion commonly used by such company.

SECTION 6. 203.07 (1) of the statutes is amended to read:

203.07 (1) All insurance against loss \* \* \* *or damage to property or in the use of or income from property* in this state shall be held to be made within this state.

SECTION 7. This act shall take effect on October 1, 1945, but companies may use existing policies for an additional 6 months

thereafter, on condition that the same be endorsed as construed as though written on the form provided by this act.

SECTION 8. 200.19 (5) of the statutes is repealed.

Approved July 17, 1945.

No. 376, S.]

[Published July 24, 1945.

### CHAPTER 475.

AN ACT to repeal and recreate 66.405 (3) (j), (l) and (m) and (4) (c) 5, and to amend 66.405 (3) (k) and (10) (a) of the statutes, relating to authorizing cities to aid in the clearance, replanning, rehabilitation and reconstruction of substandard, insanitary and blighted areas, both residential and industrial, and authorizing the acquisition and transfer of property by, and contributions to, redevelopment corporations.

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

SECTION 1. 66.405 (3) (j), (l) and (m) and (4) (c) 5 of the statutes are repealed and recreated to read:

66.405 (3) (j) "Maximum assessed valuation" shall mean, with respect to any local tax on any parcel of real property, the last assessed valuation of such parcel appearing on the assessment roll prior to the transfer of such parcel to the redevelopment corporation.

(l) "Maximum dividend" shall mean, during the tax exemption period, disbursements to cover all interest and dividends not to exceed 6 per cent of the development cost.

(m) "Maximum local tax" shall mean the local tax on any parcel of real property which would have been payable on such parcel based on the maximum assessed valuation thereof as arrived at under subsection (3) (j).

(4) (c) 5 That the public facilities based on whether the development be a residential, industrial or commercial one are presently adequate or will be adequate at the time that the development is ready for use to serve the development area.

SECTION 2. 66.405 (3) (k) and (10) (a) of the statutes are amended to read:

66.405 (3) (k) "Maximum exemption period" shall mean, with respect to any parcel of real property, the period com-