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STATE OF WISCONSIN  
OFFICE OF THE COMMISSIONER OF INSURANCE)

)  
) ss.

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OCT 31 1977  
2:55 pm  
REVISOR OF STATUTES  
BUREAU

*GH*

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, Harold R. Wilde, Commissioner of Insurance and custodian of the official records of said office, do hereby certify that the annexed order repealing and adopting rules concerning grounds for disapproval of and authorized clauses for fire, inland marine and other property insurance forms was issued by this office on October 31, 1977.

I further certify that said copy has been compared by me with the original on file in this office and that the same is a true copy thereof, and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereto subscribed my name in the City of Madison, State of Wisconsin, this 31st day of October, 1977.

*Harold R. Wilde*

Harold R. Wilde  
Commissioner of Insurance

STATE OF WISCONSIN  
DEPARTMENT OF STATE  
RECEIVED AND FILED

OCT 31 1977

DOUGLAS LAFOLLETTE  
SECRETARY OF STATE

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OCT 31 1977

REVISOR OF STATUTES  
BUREAU

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OCT 31 1977  
REVISOR OF STATUTES  
BUREAU

ORDER OF THE OFFICE OF THE COMMISSIONER OF INSURANCE

OCT 31 1977

Repealing and Adopting Rules

DOUGLAS LAFOLLETTE  
SECRETARY OF STATE

Pursuant to authority vested in the Commissioner of Insurance by section 601.41(3), Wis. Stats., the Commissioner of Insurance hereby repeals and adopts rules as follows:

Section Ins 6.71 of the Wisconsin Administrative Code is repealed.

Section Ins 6.76 of the Wisconsin Administrative Code is adopted to read:

Section Ins 6.76 Grounds for disapproval of and authorized clauses for fire, inland marine and other property insurance forms.

(1) PURPOSE. The purpose of this rule is to set out characteristics and provisions of fire, inland marine and other property insurance forms, as defined by Wis. Adm. Code section Ins 6.75(2)(a), which may constitute grounds for disapproval of such forms under the provisions of section 631.20(2), Wis. Stats., and to promulgate authorized clauses for such forms under section 631.23 because it has been found that: (a) price or coverage competition is ineffective because diversity in language or content makes comparison difficult; (b) provision of language, content or form of these specific clauses is necessary to provide certainty of meaning of them; (c) regulation of contract forms will be more effective and litigation will be substantially reduced if there is increased standardization of certain clauses; and (d) reasonable minimum standards of insurance protection are needed for policies to serve a useful purpose.

(2) Grounds for disapproval. A fire, inland marine or other property insurance form may be considered misleading, deceptive or obscure within the meaning of section 631.20 (2), Wis. Stats., if it does not clearly state the perils covered, the limitations, and the conditions, or if it contains provisions contrary to the law, or if it does not include clauses covering the following provisions where appropriate:

- (a) Location and description of the property covered;
- (b) Effect of other insurance on the coverage provided;
- (c) Conditions suspending, restricting or voiding the coverage provided;
- (e) Termination of the contract;
- (f) Mortgage interests and obligations;
- (g) Obligations in case loss occurs.

(3) Authorized Clauses. The following clauses, or any of them, shall be considered authorized clauses pursuant to section 631.23, Wis. Stats. Appropriate liberalization of the prescribed language shall also be permitted.

(a) Insuring clause.

IN CONSIDERATION OF THE PROVISIONS AND  
STIPULATIONS HEREIN OR ADDED HERETO

and of the premium above specified this Company, for the term of

.....  
 from ..... at noon (12:01 a.m.) Standard Time, at  
 to ..... location of property involved,  
 to an amount not exceeding the amount(s) above specified 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 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 herein while located or contained as described in this

policy, or pro rata for 5 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.

(b) 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.

(c) 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: 1. enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; 2. invasion; 3. insurrection; 4. rebellion; 5. revolution; 6. civil war; 7. usurped power; 8. 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; 9. 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; 10. nor shall this company be liable for loss by theft.

(i) Mortgagee interests and obligations. 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 appraisal 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 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.

(j) 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.

(k) Requirements in case loss occurs. The insured shall give written notice as soon as reasonably possible to this Company of any loss, 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 property, 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 submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably 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 time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

(1) Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested

umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

(m) Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, 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.


(n) Abandonment. There can be no abandonment to this Company of any property.

(o) 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.

(p) Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

(4) 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.

Dated at Madison, Wisconsin this 31<sup>st</sup> day of October, 1977.

  
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Harold R. Wilde  
Commissioner of Insurance