

HOUSE . . . . No. 277.

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Commonwealth of Massachusetts.

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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 Seventy-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:—

9	The	Insurance Company of	
10	Premium.	in consideration of	dollars,
11		insures	
12	Amount in- sured.	to the amount of	dollars, on
13	Property in- sured.		.
14		Bills of exchange, notes, accounts, evi-	
15		dences or securities of property of any kind books, wear-	
16		ing apparel, plate, money, jewels, musical instruments,	
17		medals, paintings, sculpture, or curiosities are not included	
18		in said insured property, unless specially mentioned.	

19 Said property is insured for the *term* of  
 20 beginning on the \_\_\_\_\_ day of \_\_\_\_\_ Term.  
 21 in the year one thousand eight hundred and \_\_\_\_\_  
 22 \_\_\_\_\_ at noon, and continuing until the  
 23 \_\_\_\_\_ day of \_\_\_\_\_ in the year one thou-  
 24 sand eight hundred and \_\_\_\_\_, at noon,  
 25 against all losses or damage by *fire* or *light-* Perils insured  
 26 *ning*; the amount of said loss or damage to against.  
 27 be estimated according to the actual value of the insured  
 28 property at the time when such loss or damage happens,  
 29 but not to include loss or damage caused by invasion,  
 30 foreign enemies, civil commotion, riots, or any military  
 31 or usurped power whatsoever, or by theft, or by the ex-  
 32 plosion of any steam-boiler, unless fire ensues, and then  
 33 to include the loss or damage by fire only.

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 Matters avoid-  
 37 hereafter make any other insurance on the said ing policy.  
 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 coal-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 Alienation not  
 58 property hereby insured, and no procuring of to affect mort-  
 gage.

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- able exertions to save and protect the same,  
64 tect property in case of expos- and the company shall not be liable for any  
65 ure to fire. loss or damage sustained in consequence of the  
66 failure of the insured so to do.

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. *statement* in writing, signed and sworn to, set-  
70 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 to be made within 60 days after proof, unless company elects to replace or repair. statement, as provided in the preceding clause,  
83 shall either pay the amount for which it shall  
84 be liable, or replace the property with other  
85 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 of loss in case of other insurance. sured shall recover on this policy no greater  
97 proportion of the loss sustained than the sum  
98 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.

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  
 110 remaining, after deducting the customary  
 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.

126 *In witness whereof* the said company has caused this  
 127 policy to be signed by its president and countersigned by  
 128 its secretary this \_\_\_\_\_ day of \_\_\_\_\_  
 129 in the year one thousand eight hundred and \_\_\_\_\_

*President.*

*Secretary.*

