



General Assembly

Amendment

February Session, 2016

LCO No. 4763



Offered by:
REP. MEGNA, 97th Dist.

To: Subst. House Bill No. 5516 File No. 358 Cal. No. 252

"AN ACT CONCERNING THE STANDARD FIRE INSURANCE POLICY."

1 Strike everything after the enacting clause and substitute the
2 following in lieu thereof:

3 "Section 1. Section 38a-307 of the general statutes is repealed and the
4 following is substituted in lieu thereof (*Effective October 1, 2016*):

5 Except as provided in section 38a-307a, the standard form of fire
6 insurance policy of the state of Connecticut, with permission to
7 substitute for the word "Company" a more accurate descriptive term of
8 the type of insurer, shall be as follows:

9 [Space for insertion of name of company or companies issuing the
10 policy and other matter permitted to be stated at the head of the
11 policy.]

12 [Space for listing amounts of insurance, rates and premiums for the
13 basic coverages insured under the standard form of policy and for

14 additional coverages or perils insured under endorsements attached.]

T1 In Consideration of the Provisions and Stipulations

T2 Herein or Added Hereto

T3 AND OF DOLLARS PREMIUM

T4

this company, for the term

}
}
}

from the day of 20..

{
{
{

at noon,

T5

Standard Time, at

T6

location of

T7

of

to the day of 20..

property involved

T8

to an amount not exceeding Dollars,

T9

does insure

15 and legal representatives, to the extent of the actual cash value of the
16 property at the time of loss, but not exceeding the amount which it
17 would cost to repair or replace the property with material of like kind
18 and quality within a reasonable time after such loss, without allowance
19 for any increased cost of repair or reconstruction by reason of any
20 ordinance or law regulating construction or repair, and without
21 compensation for loss resulting from interruption of business or
22 manufacture, nor in any event for more than the interest of the
23 insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY
24 REMOVAL FROM PREMISES ENDANGERED BY THE PERILS
25 INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER
26 PROVIDED, to the property described hereinafter while located or
27 contained as described in this policy, or pro rata for five days at each
28 proper place to which any of the property shall necessarily be removed
29 for preservation from the perils insured against in this policy, but not
30 elsewhere. The actual cash value at the time of loss for a building
31 described herein shall be the amount which it would cost to repair or
32 replace such building with material of like kind and quality, minus
33 reasonable depreciation. As used herein, "depreciation" means a
34 decrease in value of real property over a period of time due to wear
35 and tear.

36 Assignment of this policy shall not be valid except with the written

37 consent of this Company.

38 This policy is made and accepted subject to the foregoing provisions
39 and stipulations and those hereinafter stated, which are hereby made a
40 part of this policy, together with such other provisions, stipulations
41 and agreements as may be added hereto, as provided in this policy.

42 In Witness Whereof, this Company has executed and attested these
43 presents.

44 (Secretary).

45 (President).

46 Concealment, fraud. This entire policy shall be void if, whether
47 before or after a loss, the insured has wilfully concealed or
48 misrepresented any material fact or circumstance concerning this
49 insurance or the subject thereof, or the interest of the insured therein,
50 or in case of any fraud or false swearing by the insured relating
51 thereto.

52 Uninsurable and excepted property. This policy shall not cover
53 accounts, bills, currency, deeds, evidences of debt, money or securities;
54 nor, unless specifically named hereon in writing, bullion or
55 manuscripts.

56 Perils not included. This Company shall not be liable for loss by fire
57 or other perils insured against in this policy caused, directly or
58 indirectly, by: (a) Enemy attack by armed forces, including action
59 taken by military, naval or air forces in resisting an actual or an
60 immediately impending enemy attack; (b) invasion; (c) insurrection;
61 (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order
62 of any civil authority except acts of destruction at the time of and for
63 the purpose of preventing the spread of fire, provided that such fire
64 did not originate from any of the perils excluded by this policy; (i)
65 neglect of the insured to use all reasonable means to save and preserve
66 the property at and after a loss, or when the property is endangered by

67 fire in neighboring premises; (j) nor shall this Company be liable for
68 loss by theft.

69 Other Insurance. Other insurance may be prohibited or the amount
70 of insurance may be limited by endorsement attached hereto.

71 Conditions suspending or restricting insurance. Unless otherwise
72 provided in writing added hereto this Company shall not be liable for
73 loss occurring (a) while the hazard is increased by any means within
74 the control or knowledge of the insured; or (b) while a described
75 building, whether intended for occupancy by owner or tenant, is
76 vacant or unoccupied beyond a period of sixty consecutive days; or (c)
77 as a result of explosion or riot, unless fire ensue, and in that event for
78 loss by fire only.

79 Other perils or subjects. Any other peril to be insured against or
80 subject of insurance to be covered in this policy shall be by
81 endorsement in writing hereon or added hereto.

82 Added provisions. The extent of the application of insurance under
83 this policy and of the contribution to be made by this Company in case
84 of loss, and any other provision or agreement not inconsistent with the
85 provisions of this policy, may be provided for in writing added hereto,
86 but no provision may be waived except such as by the terms of this
87 policy is subject to change.

88 Waiver provisions. No permission affecting this insurance shall
89 exist, or waiver of any provision be valid, unless granted herein or
90 expressed in writing added hereto. No provision, stipulation or
91 forfeiture shall be held to be waived by any requirement or proceeding
92 on the part of this Company relating to appraisal or to any
93 examination provided for herein.

94 Cancellation of policy. This policy shall be cancelled at any time at
95 the request of the insured, in which case this Company shall, upon
96 demand and surrender of this policy, refund the excess of paid
97 premium above the customary short rates for the expired time. This

98 policy may be cancelled at any time by this Company by giving to the
99 insured and any third party designated pursuant to section 38a-323a, a
100 thirty days' written notice of cancellation accompanied by the reason
101 therefor with or without tender of the excess of paid premium above
102 the pro rata premium for the expired time, which excess, if not
103 tendered, shall be refunded on demand. Notice of cancellation shall
104 state that said excess premium (if not tendered) will be refunded on
105 demand. Where cancellation is for nonpayment of premium at least ten
106 days' written notice of cancellation accompanied by the reason therefor
107 shall be given.

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

112 If the insured fails to render proof of loss such mortgagee, upon
113 notice, shall render proof of loss in the form herein specified within
114 sixty (60) days thereafter and shall be subject to the provisions hereof
115 relating to appraisal and time of payment and of bringing suit. If this
116 Company shall claim that no liability existed as the mortgagor or
117 owner, it shall, to the extent of payment of loss to the mortgagee, be
118 subrogated to all the mortgagee's rights of recovery, but without
119 impairing mortgagee's right to sue; or it may pay off the mortgage debt
120 and require an assignment thereof and of the mortgage. Other
121 provisions relating to the interests and obligations of such mortgagee
122 may be added hereto by agreement in writing.

123 Pro rata liability. This Company shall not be liable for a greater
124 proportion of any loss than the amount hereby insured shall bear to
125 the whole insurance covering the property against the peril involved,
126 whether collectible or not.

127 Requirements in case loss occurs. The insured shall give immediate
128 written notice to this Company of any loss, protect the property from
129 further damage, forthwith separate the damaged and undamaged

130 personal property, put it in the best possible order, furnish a complete
131 inventory of the destroyed, damaged and undamaged property,
132 showing in detail quantities, costs, actual cash value and amount of
133 loss claims; AND WITHIN SIXTY DAYS AFTER THE LOSS, UNLESS
134 SUCH TIME IS EXTENDED IN WRITING BY THIS COMPANY, THE
135 INSURED SHALL RENDER TO THIS COMPANY A PROOF OF
136 LOSS, signed and sworn to by the insured, stating the knowledge and
137 belief of the insured as to the following: The time and origin of the loss,
138 the interest of the insured and of all others in the property, the actual
139 cash value of each item thereof and the amount of loss thereto, all
140 encumbrances thereon, all other contracts of insurance, whether valid
141 or not, covering any of said property, any changes in the title, use,
142 occupation, location, possession or exposures of said property since
143 the issuing of this policy, by whom and for what purpose any building
144 herein described and the several parts thereof were occupied at the
145 time of loss and whether or not it then stood on leased ground, and
146 shall furnish a copy of all the descriptions and schedules in all policies
147 and, if required, verified plans and specification of any building,
148 fixtures or machinery destroyed or damaged. The insured, as often as
149 may be reasonably required, shall exhibit to any person designated by
150 this Company all that remains of any property herein described, and
151 submit to examinations under oath by any person named by this
152 Company, and subscribe the same; and, as often as may be reasonably
153 required, shall produce for examination all books of account, bills,
154 invoices and other vouchers, or certified copies thereof if originals be
155 lost, at such reasonable time and place as may be designated by this
156 Company or its representative, and shall permit extracts and copies
157 thereof to be made.

158 Appraisal. In case the insured and this Company shall fail to agree
159 as to the scope of loss, the actual cash value or the amount of loss, then,
160 on the written demand of either, each shall select a competent and
161 disinterested appraiser and notify the other of the appraiser selected
162 within twenty days of such demand. The appraisers shall first select a
163 competent and disinterested umpire; and failing for fifteen days to

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

174 Company's options. It shall be optional with this Company to take
175 all, or any part, of the property at the agreed or appraised value, and
176 also to repair, rebuild or replace the property destroyed or damaged
177 with other of like kind and quality within a reasonable time, on giving
178 notice of its intention so to do within thirty days after the receipt of the
179 proof of loss herein required.

180 Abandonment. There can be no abandonment to this Company of
181 any property.

182 When loss payable. The amount of loss for which this Company
183 may be liable shall be payable thirty days after proof of loss, as herein
184 provided, is received by this Company and ascertainment of the loss is
185 made either by agreement between the insured and this Company
186 expressed in writing or by the filing with this Company of an award as
187 herein provided. This Company and the insured may agree in writing
188 to a partial payment of the amount of loss as an advance payment.
189 Any advance payment shall be credited against the total amount of
190 loss due to the insured. An advance payment shall not affect the
191 requirement of this Company to pay the total amount of loss not later
192 than thirty days after proof of loss.

193 Suit. No suit or action on this policy for the recovery of any claim
194 shall be sustainable in any court of law or equity unless all the
195 requirements of this policy shall have been complied with, and unless

196 commenced within twenty-four months next after inception of the loss.

197 Subrogation. This Company may require from the insured an
198 assignment of all right of recovery against any party for loss to the
199 extent that payment therefor is made by this Company."

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2016</i>	38a-307