

for, furnish the person from whom purchased a statement showing the date of grading, the grade, and the price paid therefor. *The statement may be included on the check delivered by the purchaser to the seller in payment of the milk or cream.*

Subd. 3. Enforcement. The commissioner of agriculture, dairy, and food shall enforce the provisions of this section and shall have all the power and authority granted him under Laws 1921, Chapter 495, as amended.

Subd. 4. Penalties. Any person, firm, or corporation violating any provision of this section or a rule, regulation, standard, or price differential duly adopted by the commissioner is guilty of a misdemeanor.

Subd. 5. Application. *This act shall not apply to any action now pending in any of the courts of this state, or to any cause of action arising, or violation which occurred, prior to its passage.*

Approved April 18, 1955.

CHAPTER 482—H. F. No. 931

[Coded in Part]

An act relating to insurance, providing for a standard fire insurance policy; amending Minnesota Statutes 1953, Sections 65.02, 65.05, 65.08; repealing Minnesota Statutes 1953, Section 65.01.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. [65.011] Minnesota Standard Fire Insurance Policy. *Subdivision 1. The printed form of a policy of fire insurance, as set forth in Subdivision 2, shall be known and designated as the "Minnesota Standard Fire Insurance Policy" to be used in the State of Minnesota. No policy or contract of fire insurance shall be made, issued or delivered by any insurer including reciprocals or inter-insurance exchanges or any agent or representative thereof, on any property in this state, unless it shall conform as to all provisions, stipulations and conditions, with such form of policy, except as provided in section 65.02.*

Subd. 2. *There shall be printed on the first or front page at the head of said "Minnesota Standard Fire Insurance Policy" the name of the insurer or insurers issuing the policy; the location of the home office or United States office of the*

insurer or insurers, a statement whether said insurer or insurers are stock corporations, mutual corporations, reciprocal insurers or Lloyds Underwriters; there may be added thereto such device or devices as the insurer or insurers issuing said policy may desire. Any company organized under special charter provisions may so indicate upon its policy, and may add a statement of the plan under which it operates in this state.

On said policy following such matter, printed in the English language in type of such size or sizes and arranged in such manner, as is approved by the commissioner of insurance, the following provisions and subject matter shall be stated in the following words and in the following sequence, but with the convenient placing, if desired, of such matter as will act as a cover or back for such policy when folded, with the blanks below indicated being left to be filled in at the time of the issuing of the policy, to-wit:

(Space for listing the amounts of insurance, rates and premiums for the basic coverages provided under the standard form of policy and for additional coverages or perils provided under endorsements attached. The description and location of the property covered and the insurable value (s) of any building (s) or structure (s) covered by the policy or its attached endorsements; also in the above space may be stated whether other insurance is limited and if limited the total amount permitted.)

In consideration of the provisions and stipulations herein or added hereto and of the premium above specified this company, for a term of from (At Noon Standard Time) to (At Noon Standard Time) at location of property involved, to an amount not exceeding the amount (s) above specified does insure and legal representatives.

(In above space may be stated whether other insurance is limited.)

(and if limited the total amount permitted.)

Subject to form No. (s). attached hereto.

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 provisions, stipulations and agreements as may be added hereto, as provided in this policy.

This policy shall not be valid unless countersigned by the duly authorized agent of this Company.

Countersigned at
 this day of, 19.....
, Agent.

The insurance effected above is granted against all loss or damage by fire originating from any cause, except as hereinafter provided, also any damage by lightning and by removal from premises endangered by the perils insured against in this policy, 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. The amount of said loss or damage, except in case of total loss on buildings, to be estimated according to the actual value of the insured property at the time when such loss or damage happens.

If the insured property shall be exposed to loss or damage from the perils insured against, the insured shall make all reasonable exertions to save and protect same.

This entire policy shall be void if, whether before a loss, the insured has wilfully, or after a loss, the insured has wilfully and with intent to defraud, concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interests of the insured therein.

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.

This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, providing that such fire did not originate from any of the perils excluded by this policy.

Other insurance may be prohibited or the amount of insurance may be limited by so providing in the appropriate space on the face of this policy.

Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring:

(a) *while the hazard is increased by any means within the control or knowledge of the insured; or*

(b) *while the described premises, whether intended for occupancy by owner or tenant, are vacant or unoccupied beyond a period of 60 consecutive days; or*

(c) *as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.*

Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

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

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

This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this company by giving to the insured a ten days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

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

Notwithstanding any other provisions of this policy, if this policy shall be made payable to a mortgagee of the covered real estate, no act or default of any person other than such mortgagee or his agent or those claiming under him, whether the same occurs before the term of this policy, shall

render this policy void as to such mortgagee nor affect such mortgagee's right to recover in case of loss on such real estate; provided, that the mortgagee shall on demand pay according to the established scale of rates for any increase of risks not paid for by the insured; and whenever this company shall be liable to a mortgagee for any sum for loss under this policy for which no liability exists as to the mortgagor, or owner, and this company shall elect by itself, or with others, to pay the mortgagee the full amount secured by such mortgage, then the mortgagee shall assign and transfer to the company his interest, upon such payment, in the said mortgage together with the note and debts thereby secured.

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.

In case of any loss under this policy the insured shall give immediate written notice to this company of any loss, protect the property from further damage, and a statement in writing, signed and sworn to by the insured, shall within 60 days be rendered to the company, setting forth the value of the property insured, except in case of total loss on buildings the value of said buildings need not be stated, the interest of the insured therein, all other insurance thereon, in detail, the purposes for which and the persons by whom the building insured, or containing the property insured, was used, and the time at which and manner in which the fire originated, so far as known to the insured.

The company may also examine the books of account and vouchers of the insured, and make extracts from the same.

In case the insured and this company, except in case of total loss on buildings, 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 20 days of such demand. In case either fails to select an appraiser within the time provided, then a presiding judge of the district court of the county wherein the loss occurs may appoint such appraiser for such party upon application of the other party in writing by giving five days' notice thereof in writing to the party failing to appoint. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then a presiding judge of the above mentioned court may appoint such an umpire upon application of party in writing by giving five days' no-

tice thereof in writing to the other party. The appraisers shall then appraise the loss, stating separately actual 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 value and loss. Each appraiser shall be paid by the party selecting him, or for whom he was selected, and the expense of the appraisal and umpire shall be paid by the parties equally.

It shall be optional with this company to take all 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 30 days after the receipt of the proof of loss herein required.

There can be no abandonment to this company of any property.

The amount of loss for which this company may be liable shall be payable 60 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. It is moreover understood that there can be no abandonment of the property insured to the company, and that the company will not in any case be liable for more than the sum insured, with interest thereon from the time when the loss shall become payable, as above provided.

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 have been complied with, and unless commenced within two years after inception of the loss.

This company is subrogated to, and 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; and the insurer may prosecute therefor in the name of the insured retaining such amount as the insurer has paid.

Assignment of this policy shall not be valid except with the written consent of this company.

IN WITNESS WHEREOF, this company has executed and attested these presents.

(Signature)	(Signature)
(Name of Office)	(Name of Office)

Subd. 3. There may be printed in the policy or an endorsement attached to the policy, in case the assured desires liability to attach to several buildings, divisions or locations under one item, a printed form filed with and approved by the Insurance Commissioner.

Subd. 4. There may be printed in the policy or an endorsement attached to the policy, a printed form in the following words, to-wit:

The insured has relinquished all rights to recover for loss or damage by fire from (here insert name of individual, partnership, association or corporation).

Subd. 5. There may be printed upon a policy issued in compliance herewith the words "Minnesota Standard Fire Insurance Policy".

Subd 6. No provision shall be attached to or included in such policy limiting the amount to be paid in case of total loss on buildings by fire, lightning or other hazard to less than the amount of insurance on the same.

Subd. 7. If incorporated or formed in this state, it may print in the policy any provisions which it is authorized or required by law to insert therein, if not incorporated in this state, it may, with the approval of the Insurance Commissioner, print in the policy any provision required by its charter or deed of settlement, or by the laws of its own state or country, not contrary to the laws of this state.

Subd. 8. When two or more authorized companies unite in the issue of a joint policy, the heading thereof may show the severalty of the contract, and the policy shall show the proportion of premiums to be paid to each, and the proportion of liability which each assumes, and shall contain a provision to the effect that service of process, or any notice or proof of loss required by such policy, upon any of the insurers executing such policy, shall be deemed to be service upon all such insurers.

Subd. 9. Binders or other contracts for temporary insurance may be made orally or in writing, and shall be deemed to include all the terms of such standard fire insurance policy and all such applicable endorsements as may be designated

in such contract of temporary insurance; except that the cancellation clause of such standard fire insurance policy and the clause specifying the hour of the day at which the insurance shall commence, may be superseded by the express terms of such contract of temporary insurance.

Subd. 10. Appropriate forms of other contracts or endorsements, whereby the property described in such policy shall be insured against one or more of the additional perils which the insurer is empowered to assume, and forms of provisions or endorsements which serve to modify the policy or premium in favor of the insured, may be attached to, used in or in connection with the Minnesota Standard Fire Insurance Policy when approved by the commissioner of insurance. Such forms of other contracts, provisions or endorsements attached to or printed thereon may contain provisions and stipulations inconsistent with the Minnesota Standard Fire Insurance Policy if applicable only to such other perils. There may be placed upon the Minnesota Standard Fire Insurance Policy, in such manner and form as is approved by the commissioner of insurance, such data as may be conveniently included for duplication on the daily reports for the office records of the company writing the policy.

Subd. 11. It may print or use on its policy, printed forms covering the maintenance or supervision of watchman's service, automatic sprinkler service or the maintenance of a clear space in lumber yards, when approved by the commissioner of insurance, but no such clause shall contain any provision calling for the lapse or the suspension of the insurance coverage.

Subd. 12. It may print or use in its policy printed forms for insurance against loss of rents and rental value, leasehold values, use and occupancy, and indirect or consequential loss or damage caused by change of temperature resulting from the destruction of refrigeration or cooling apparatus, or any of its connections. It may also use a form specifically excluding the last mentioned hazard.

All contracts of insurance against loss of rents or rental values, use and occupancy, shall contain the following provisions:

The period of indemnity under this contract shall be limited to such length of time (commencing with the date of the fire or lightning and not limited by the date of the expiration of the policy) as would be required through the exercise of due diligence and dispatch to rebuild, repair or replace such

part of the property described in said policy as may be destroyed or damaged.

Subd. 13. Nothing in this section shall be construed to limit the effect of or in any way modify or repeal section 65.05.

Subd. 14. There may be printed in the policy in a convenient place approved by the insurance commissioner, or on an endorsement attached to the policy, a printed form providing that in the case of loss, such loss shall be payable to the mortgagee, or other persons, as his, her, its or their interest may appear, to-wit:

*Subject to the stipulations, provisions and conditions contained in this policy, the loss, if any, is payable to
....., mortgagee, as his, her, its or their interest may appear.*

Sec. 2. Minnesota Statutes 1953, Section 65.02, is amended to read:

65.02 Motor vehicle fire insurance policies. Insurance on automobiles, motorcycles, other motor vehicles, *or on property insured by ocean marine, and inland marine policies as defined by Minnesota Statutes 1953, Section 70.61, Subdivision 4,* against loss or damage by fire, when combined in one policy with insurance against one or more of the other hazards mentioned in section 60.29, subdivision 1, clause (12), need not be in accordance with section 1, *but in no event shall this section be applicable to insurance on buildings or structures.*

Sec. 3. Minnesota Statutes 1953, Section 65.05, is amended to read:

65.05 Amount collectible. Every company insuring any building or other structure against loss or damage by fire, lightning, or other hazard, by the issue of a policy or renewal of one theretofore issued, or otherwise shall cause the structure to be previously examined, a full description thereof to be made, and its insurable value to be fixed all by the insurer or his agent, and the amount thereof to be stated in the policy, as the absence of any change increasing the risk, without the consent of the insurer, of which the burden of proof shall be upon it, and in the absence of intentional fraud on the part of the insured, *shall pay* the whole amount mentioned in the policy or renewal upon which the insurer receives a premium, in case of total loss, and in case of partial loss, the full amount thereof. If there are two or more policies upon the property, each shall contribute to the payment of the whole or partial loss in proportion to the amount speci-

fied. Any policy may contain a coinsurance clause, if the insured requests the same, in writing, of which fact such writing shall be the only evidence, and if, in consideration thereof, a reduction in the rate of premium is made by the company. When so demanded and attached to the policy, this agreement shall be binding upon both the insured and the company, and, in case of loss, the actual cash value of the property so insured at the time of the loss, including the buildings, shall be the basis for determining the proper amount of the coinsurance, and the amount of loss, notwithstanding any previous valuation of the building. Every person who solicits insurance and procures an application therefor shall be held to be the agent of the party afterward issuing insurance thereon or a renewal thereof.

Sec. 4. Minnesota Statutes 1953, Section 65.08, is amended to read:

65.08 Adjustment, right to reference. Any person who shall not, within *twenty* days after written request, appoint a qualified *appraiser*, as provided in the policy, *shall at the election of the other party* be deemed to have waived the right to *appraisal*, and, if it be the insurer, shall be liable to suit. No person shall be a qualified *appraiser* who is not a resident of the state, disinterested, and willing to act.

Sec. 5. **Repealer.** Minnesota Statutes 1953, Section 65.01, is hereby repealed.

Sec. 6. This act becomes effective January 1, 1956.

Approved April 18, 1955.

CHAPTER 483—H. F. No. 1004

[Coded in Part]

An act relating to judges of the district court; amending Minnesota Statutes 1953, Section 2.72.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. Minnesota Statutes 1953, Section 2.72, is amended to read:

2.72 Boundaries and judges. The state is hereby divided into 19 judicial districts, composed of the following named counties, respectively, in each of which districts one or more judges shall be chosen as hereinafter specified: