

House File 2560 - Introduced

HOUSE FILE 2560
BY COMMITTEE ON STATE
GOVERNMENT

(SUCCESSOR TO HF 2059)

A BILL FOR

1 An Act establishing daylight saving time as the official time
2 in this state throughout the year and including effective
3 date provisions.

4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 1D.1, Code 2020, is amended to read as
2 follows:

3 1D.1 ~~Standard time and daylight~~ Daylight saving time as
4 official time.

5 ~~The standard~~ Daylight saving time shall be the official time
6 in this state. Daylight saving time is the solar time of the
7 ninetieth meridian of longitude west of Greenwich, England,
8 commonly known as central standard time, ~~except that from 2:00~~
9 ~~ante meridiem of the first Sunday of April in every year until~~
10 ~~2:00 ante meridiem of the last Sunday of October in the same~~
11 ~~year, standard time shall be advanced one hour. The period of~~
12 ~~time so advanced shall be known as "daylight saving time".~~

13 Sec. 2. Section 515.109, subsection 6, paragraph a, Code
14 2020, is amended to read as follows:

15 a. The form of the standard policy (with permission to
16 substitute for the word "company" a more accurate descriptive
17 term for the type of insurer) shall be as follows:

18 FIRST PAGE OF STANDARD FIRE POLICY

19 No. ...

20 (Space for insertion of name of company or companies issuing
21 the policy and other matter permitted to be stated at the head
22 of the policy.)

23 (Space for listing amounts of insurance, rates and premiums
24 for the basic coverages insured under the standard form of
25 policy and for additional coverages or perils insured under
26 endorsements attached.)

27 IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN
28 OR ADDED HERETO AND OF DOLLARS PREMIUM this company,
29 for the term of from the day of (month),
30 (year), to the day of (month),
31 (year), at noon, ~~Standard Time~~, at location of property
32 involved, to an amount not exceeding Dollars, does
33 insure and legal representatives, to the extent of
34 the actual cash value of the property at the time of loss,
35 but not exceeding the amount which it would cost to repair or

1 replace the property with material of like kind and quality
2 within a reasonable time after such loss, without allowance for
3 any increased cost of repair or reconstruction by reason of any
4 ordinance or law regulating construction or repair, and without
5 compensation for loss resulting from interruption of business
6 or manufacture, nor in any event for more than the interest of
7 the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY
8 REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST
9 IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property
10 described hereinafter while located or contained as described
11 in this policy, or pro rata for five days at each proper place
12 to which any of the property shall necessarily be removed for
13 preservation from the perils insured against in this policy,
14 but not elsewhere.

15 Assignment of this policy shall not be valid except with
16 the written consent of this company. This policy is made and
17 accepted subject to the foregoing provisions and stipulations
18 and those hereinafter stated, which are hereby made a part of
19 this policy, together with such other provisions, stipulations
20 and agreements as may be added hereto, as provided in this
21 policy.

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

24

25 Secretary.

.....

President.

26 SECOND PAGE OF STANDARD FIRE POLICY

27 *Concealment — fraud.* This entire policy shall be void
28 if, whether before or after a loss, an insured has willfully
29 concealed or misrepresented any material fact or circumstance
30 concerning this insurance or the subject thereof, or the
31 interest of an insured therein, or in case of any fraud or
32 false swearing by an insured relating thereto.

33 *Uninsurable and excepted property.* This policy shall not
34 cover accounts, bills, currency, deeds, evidences of debt,
35 money or securities; nor, unless specifically named hereon in

1 writing, bullion or manuscripts.

2 *Perils not included.* This company shall not be liable for
3 loss by fire or other perils insured against in this policy
4 caused, directly or indirectly, by: (a) Enemy attack by armed
5 forces, including action taken by military, naval or air forces
6 in resisting an actual or an immediately impending enemy
7 attack; (b) invasion; (c) insurrection; (d) rebellion; (e)
8 revolution; (f) civil war; (g) usurped power; (h) order of any
9 civil authority except acts of destruction at the time of and
10 for the purpose of preventing the spread of fire, provided that
11 such fire did not originate from any of the perils excluded by
12 this policy; (i) neglect of an insured to use all reasonable
13 means to save and preserve the property at and after a loss,
14 or when the property is endangered by fire in neighboring
15 premises; (j) nor shall this company be liable for loss by
16 theft.

17 *Other insurance.* Other insurance may be prohibited or the
18 amount of insurance may be limited by endorsement attached
19 hereto.

20 *Conditions suspending or restricting insurance.* Unless
21 otherwise provided in writing added hereto this company shall
22 not be liable for loss occurring under any of the following
23 circumstances:

24 [a] While the hazard is created or increased by any means
25 within the control or knowledge of an insured.

26 [b] While a described building, whether intended for
27 occupancy by owner or tenant, is vacant or unoccupied beyond a
28 period of sixty consecutive days.

29 [c] As a result of explosion or riot, unless fire ensue, and
30 in that event for loss by fire only.

31 *Other perils or subjects.* Any other peril to be insured
32 against or subject of insurance to be covered in this policy
33 shall be by endorsement in writing hereon or added hereto.

34 *Added provisions.* The extent of the application of insurance
35 under this policy and of the contribution to be made by this

1 company in case of loss, and any other provision or agreement
2 not inconsistent with the provisions of this policy, may be
3 provided for in writing added hereto, but no provision may be
4 waived except such as by the terms of this policy is subject to
5 change.

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

13 *Cancellation of policy.* This policy shall be canceled at any
14 time at the request of the insured, in which case this company
15 shall, upon demand and surrender of this policy, refund the
16 excess of paid premium above the customary short rates for the
17 expired time. This policy may be canceled at any time by this
18 company by giving to the insured a five days' written notice
19 of cancellation with or without tender of the excess of paid
20 premium above the pro rata premium for the expired time, which
21 excess, if not tendered, shall be refunded on demand. Notice
22 of cancellation shall state that said excess premium (if not
23 tendered) will be refunded on demand.

24 *Mortgagee interests and obligations.* If loss hereunder is
25 made payable, in whole or in part, to a designated mortgagee
26 not named herein as the insured, such interest in this policy
27 may be canceled by giving to such mortgagee a ten days' written
28 notice of cancellation.

29 If the insured fails to render proof of loss such mortgagee,
30 upon notice, shall render proof of loss in the form herein
31 specified within sixty days thereafter and shall be subject
32 to the provisions hereof relating to appraisal and time of
33 payment and of bringing suit. If this company shall claim
34 that no liability existed as to the mortgagor or owner, it
35 shall, to the extent of payment of loss to the mortgagee,

1 be subrogated to all the mortgagee's rights of recovery, but
2 without impairing mortgagee's right to sue; or it may pay off
3 the mortgage debt and require an assignment thereof and of
4 the mortgage. Other provisions relating to the interests and
5 obligations of such mortgagee may be added hereto by agreement
6 in writing.

7 *Pro rata liability.* This company shall not be liable for a
8 greater proportion of any loss than the amount hereby insured
9 shall bear to the whole insurance covering the property against
10 the peril involved, whether collectible or not.

11 *Requirements in case loss occurs.* The insured shall give
12 immediate written notice to this company of any loss, protect
13 the property from further damage, forthwith separate the
14 damaged and undamaged personal property, put it in the best
15 possible order, furnish a complete inventory of the destroyed,
16 damaged and undamaged property, showing in detail quantities,
17 costs, actual cash value and amounts of loss claimed; AND
18 WITHIN SIXTY DAYS AFTER THE LOSS, UNLESS SUCH TIME IS EXTENDED
19 IN WRITING BY THIS COMPANY, THE INSURED SHALL RENDER TO THIS
20 COMPANY A PROOF OF LOSS, signed and sworn to by the insured,
21 stating the knowledge and belief of the insured as to the
22 following: The time and origin of the loss, the interest of
23 the insured and of all others in the property, the actual cash
24 value of each item thereof and the amount of loss thereto, all
25 encumbrances thereon, all other contracts of insurance, whether
26 valid or not, covering any of said property, any changes in the
27 title, use, occupation, location, possession or exposures of
28 said property since the issuing of this policy, by whom and
29 for what purpose any building herein described and the several
30 parts thereof were occupied at the time of loss and whether
31 or not it then stood on leased ground, and shall furnish a
32 copy of all the descriptions and schedules in all policies
33 and, if required, verified plans and specifications of any
34 building, fixtures or machinery destroyed or damaged. The
35 insured, as often as may be reasonably required, shall exhibit

1 to any person designated by this company all that remains of
2 any property herein described, and submit to examinations
3 under oath by any person named by this company, and subscribe
4 the same; and, as often as may be reasonably required, shall
5 produce for examination all books of account, bills, invoices
6 and other vouchers, or certified copies thereof if originals be
7 lost, at such reasonable time and place as may be designated by
8 this company or its representative, and shall permit extracts
9 and copies thereof to be made.

10 *Appraisal.* In case the insured and this company shall fail
11 to agree as to the actual cash value or the amount of loss,
12 then, on the written demand of either, each shall select a
13 competent and disinterested appraiser and notify the other of
14 the appraiser selected within twenty days of such demand. The
15 appraisers shall first select a competent and disinterested
16 umpire; and failing for fifteen days to agree upon such umpire,
17 then, on request of the insured or this company, such umpire
18 shall be selected by a judge of a court of record in the state
19 in which the property covered is located. The appraisers shall
20 then appraise the loss, stating separately actual cash value
21 and loss to each item; and, failing to agree, shall submit
22 their differences, only, to the umpire. An award in writing,
23 so itemized, of any two when filed with this company shall
24 determine the amount of actual cash value and loss. Each
25 appraiser shall be paid by the party selecting the appraiser
26 and the expenses of appraisal and umpire shall be paid by the
27 parties equally.

28 *Company's options.* It shall be optional with this company
29 to take all, or any part, of the property at the agreed or
30 appraised value, and also to repair, rebuild or replace the
31 property destroyed or damaged with other of like kind and
32 quality within a reasonable time, on giving notice of its
33 intention so to do within thirty days after the receipt of the
34 proof of loss herein required.

35 *Abandonment.* There can be no abandonment to this company of

1 any property.

2 *When loss payable.* The amount of loss for which this
3 company may be liable shall be payable sixty days after proof
4 of loss, as herein provided, is received by this company and
5 ascertainment of the loss is made either by agreement between
6 the insured and this company expressed in writing or by the
7 filing with this company of an award as herein provided.

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

13 *Subrogation.* This company may require from the insured an
14 assignment of all right of recovery against any party for loss
15 to the extent that payment therefor is made by this company.

16 THIRD PAGE OF STANDARD FIRE POLICY

17 ATTACH FORM BELOW THIS LINE

18 FOURTH PAGE OF STANDARD FIRE POLICY

19 STANDARD FIRE INSURANCE POLICY

20 Expires	
21 Property	
22 Amount \$	Total
23	Premium \$
24 .	
25 Insured	

26 _____
27 SEE INSIDE OF POLICY FOR PERILS COVERED

28 NO.

29 (Space of approximately two (2) inches for use of Agent or
30 Insurer.)

31 (Space of approximately two (2) inches for use of Agent or
32 Insurer.)

33 Sec. 3. Section 714G.1, subsection 6, Code 2020, is amended
34 to read as follows:

35 6. "Normal business hours" means Sunday through Saturday,

1 between the hours of 6:00 a.m. and 9:30 p.m., ~~central standard~~
2 ~~time or~~ central daylight saving time.

3 Sec. 4. CONTINGENT EFFECTIVE DATE. This Act takes effect
4 on the date the states of Minnesota, Illinois, Nebraska, and
5 Missouri have all adopted daylight saving time as the official
6 time in each state throughout the year. The department of
7 transportation shall notify the Code editor when the states of
8 Minnesota, Illinois, Nebraska, and Missouri have all adopted
9 daylight saving time as the official time in each state
10 throughout the year.

11

EXPLANATION

12 The inclusion of this explanation does not constitute agreement with
13 the explanation's substance by the members of the general assembly.

14 This bill establishes daylight saving time as the official
15 time in this state throughout the year.

16 The bill takes effect on the date that the states of
17 Minnesota, Illinois, Nebraska, and Missouri have all adopted
18 daylight saving time as the official time in each state
19 throughout the year.