

House File 71 - Introduced

HOUSE FILE 71

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A BILL FOR

1 An Act establishing daylight saving time as the official time
2 in this state throughout the year.

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

1 Section 1. Section 1D.1, Code 2019, 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 2019, 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; but this policy shall not be valid unless
24 countersigned by the duly authorized agent of this company at
25

26
27 Secretary. President.

28 Countersigned this
29 day of (month), ... (year).

30
31 Agent.

32 SECOND PAGE OF STANDARD FIRE POLICY

33 *Concealment — fraud.* This entire policy shall be void
34 if, whether before or after a loss, an insured has willfully
35 concealed or misrepresented any material fact or circumstance

1 concerning this insurance or the subject thereof, or the
2 interest of an insured therein, or in case of any fraud or
3 false swearing by an insured relating thereto.

4 *Uninsurable and excepted property.* This policy shall not
5 cover accounts, bills, currency, deeds, evidences of debt,
6 money or securities; nor, unless specifically named hereon in
7 writing, bullion or manuscripts.

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

23 *Other insurance.* Other insurance may be prohibited or the
24 amount of insurance may be limited by endorsement attached
25 hereto.

26 *Conditions suspending or restricting insurance.* Unless
27 otherwise provided in writing added hereto this company shall
28 not be liable for loss occurring under any of the following
29 circumstances:

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

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

35 [c] As a result of explosion or riot, unless fire ensue, and

1 in that event for loss by fire only.

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

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

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

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

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

35 If the insured fails to render proof of loss such mortgagee,

1 upon notice, shall render proof of loss in the form herein
2 specified within sixty days thereafter and shall be subject
3 to the provisions hereof relating to appraisal and time of
4 payment and of bringing suit. If this company shall claim
5 that no liability existed as to the mortgagor or owner, it
6 shall, to the extent of payment of loss to the mortgagee,
7 be subrogated to all the mortgagee's rights of recovery, but
8 without impairing mortgagee's right to sue; or it may pay off
9 the mortgage debt and require an assignment thereof and of
10 the mortgage. Other provisions relating to the interests and
11 obligations of such mortgagee may be added hereto by agreement
12 in writing.

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

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

1 parts thereof were occupied at the time of loss and whether
2 or not it then stood on leased ground, and shall furnish a
3 copy of all the descriptions and schedules in all policies
4 and, if required, verified plans and specifications of any
5 building, fixtures or machinery destroyed or damaged. The
6 insured, as often as may be reasonably required, shall exhibit
7 to any person designated by this company all that remains of
8 any property herein described, and submit to examinations
9 under oath by any person named by this company, and subscribe
10 the same; and, as often as may be reasonably required, shall
11 produce for examination all books of account, bills, invoices
12 and other vouchers, or certified copies thereof if originals be
13 lost, at such reasonable time and place as may be designated by
14 this company or its representative, and shall permit extracts
15 and copies thereof to be made.

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

34 *Company's options.* It shall be optional with this company
35 to take all, or any part, of the property at the agreed or

1 appraised value, and also to repair, rebuild or replace the
2 property destroyed or damaged with other of like kind and
3 quality within a reasonable time, on giving notice of its
4 intention so to do within thirty days after the receipt of the
5 proof of loss herein required.

6 *Abandonment.* There can be no abandonment to this company of
7 any property.

8 *When loss payable.* The amount of loss for which this
9 company may be liable shall be payable sixty days after proof
10 of loss, as herein provided, is received by this company and
11 ascertainment of the loss is made either by agreement between
12 the insured and this company expressed in writing or by the
13 filing with this company of an award as herein provided.

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

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

22 THIRD PAGE OF STANDARD FIRE POLICY

23 ATTACH FORM BELOW THIS LINE

24 FOURTH PAGE OF STANDARD FIRE POLICY

25 STANDARD FIRE INSURANCE POLICY

26 Expires
27 Property
28 Amount \$ Total
29 Premium \$
30
31 Insured

32
33 SEE INSIDE OF POLICY FOR PERILS COVERED

1

NO.

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

4 (Space of approximately two (2) inches for use of Agent or
5 Insurer.)

6 Sec. 3. Section 714G.1, subsection 6, Code 2019, is amended
7 to read as follows:

8 6. "*Normal business hours*" means Sunday through Saturday,
9 between the hours of 6:00 a.m. and 9:30 p.m., ~~central standard~~
10 ~~time or~~ central daylight saving time.

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.