

Senate File 90 - Introduced

SENATE FILE 90
BY REICHMAN

A BILL FOR

1 An Act establishing daylight saving time as the official time in
2 this state throughout the year.
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

unofficial

1 Section 1. Section 1D.1, Code 2025, 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
7 the 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 2025, 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 of
22 the policy.)

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

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

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

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

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

22
 23 Secretary President

24 SECOND PAGE OF STANDARD FIRE POLICY

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

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

35 Perils not included. This company shall not be liable for

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

14 *Other insurance.* Other insurance may be prohibited or the
15 amount of insurance may be limited by endorsement attached
16 hereto.

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

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

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

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

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

31 *Added provisions.* The extent of the application of insurance
32 under this policy and of the contribution to be made by this
33 company in case of loss, and any other provision or agreement not
34 inconsistent with the provisions of this policy, may be provided
35 for in writing added hereto, but no provision may be waived

1 except such as by the terms of this policy is subject to change.

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

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

19 Mortgagee interests and obligations. If loss hereunder is
20 made payable, in whole or in part, to a designated mortgagee not
21 named herein as the insured, such interest in this policy may be
22 canceled by giving to such mortgagee a ten days' written notice
23 of cancellation.

24 If the insured fails to render proof of loss such mortgagee,
25 upon notice, shall render proof of loss in the form herein
26 specified within sixty days thereafter and shall be subject to
27 the provisions hereof relating to appraisal and time of payment
28 and of bringing suit. If this company shall claim that no
29 liability existed as to the mortgagor or owner, it shall, to
30 the extent of payment of loss to the mortgagee, be subrogated
31 to all the mortgagee's rights of recovery, but without impairing
32 mortgagee's right to sue; or it may pay off the mortgage debt
33 and require an assignment thereof and of the mortgage. Other
34 provisions relating to the interests and obligations of such
35 mortgagee may be added hereto by agreement in writing.

1 Pro rata liability. This company shall not be liable for a
2 greater proportion of any loss than the amount hereby insured
3 shall bear to the whole insurance covering the property against
4 the peril involved, whether collectible or not.

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

1 as may be designated by this company or its representative, and
2 shall permit extracts and copies thereof to be made.

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

20 Company's options. It shall be optional with this company
21 to take all, or any part, of the property at the agreed or
22 appraised value, and also to repair, rebuild or replace the
23 property destroyed or damaged with other of like kind and quality
24 within a reasonable time, on giving notice of its intention so
25 to do within thirty days after the receipt of the proof of loss
26 herein required.

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

29 When loss payable. The amount of loss for which this company
30 may be liable shall be payable sixty days after proof of loss, as
31 herein provided, is received by this company and ascertainment of
32 the loss is made either by agreement between the insured and this
33 company expressed in writing or by the filing with this company
34 of an award as herein provided.

35 Suit. No suit or action on this policy for the recovery of

1 any claim shall be sustainable in any court of law or equity
2 unless all the requirements of this policy shall have been
3 complied with, and unless commenced within twelve months next
4 after inception of the loss.

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

8 THIRD PAGE OF STANDARD FIRE POLICY

9 ATTACH FORM BELOW THIS LINE

10 FOURTH PAGE OF STANDARD FIRE POLICY

11 STANDARD FIRE INSURANCE POLICY

12 Expires
13 Property
14 Amount \$ Total
15 Premium \$
16 Insured

18 SEE INSIDE OF POLICY FOR PERILS COVERED

19 NO.

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

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

24 Sec. 3. Section 714G.1, subsection 6, Code 2025, is amended
25 to read as follows:

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

29 EXPLANATION

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

32 This bill establishes daylight saving time as the official
33 time in this state throughout the year.