

CHAPTER 208 — H.F.No. 419

An act relating to insurance; fire; hail; requiring the insured, in case of loss, to show the damaged property and related records to the company and consent to be examined under oath; providing for the exchange of information on losses or potential losses between companies and authorized persons; providing for the appraisal of losses; specifying the procedure to be used in selecting appraisers; amending Minnesota Statutes 1982, sections 65A.01, subdivision 3; 65A.26; 65A.29; and 299F.054, subdivisions 1, 2, 4, and by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1982, section 65A.01, subdivision 3, is amended to read:

Subd. 3. **POLICY PROVISIONS.** On said policy following such matter as provided in subdivisions 1 and 2, 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 12:01 a.m. Standard Time) to (At Noon 12:01 a.m. 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.

Changes or additions are indicated by underline, deletions by ~~strikeout~~.

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 willfully, or after a loss, the insured has willfully 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 policy or an endorsement, rider or form attached thereto.

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

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(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 requirements or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

This policy shall be canceled 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 canceled 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 canceled 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 or during 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.

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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 The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and, after being informed that he has a right to counsel and that his answers may be used against him in later civil or criminal proceedings, the insured shall, within a reasonable period after demand by this company, submit to examinations under oath by any person named by this company, and subscribe the oath. The insured, as often as may be reasonably required, shall produce for examination all records and documents reasonably related to the loss, or certified copies thereof if originals are lost, at a reasonable time and place designated by this company or its representatives, and shall permit extracts and copies thereof to be made.

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' notice 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.

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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)

Sec. 2. Minnesota Statutes 1982, section 65A.26, is amended to read:
65A.26 HAIL INSURANCE, POLICIES, LOSS ADJUSTMENT.

Every policy of insurance against damage by hail issued by any company, however organized, shall must provide as follows: "In case of loss under this policy, and failure of the parties to agree as to the amount of ~~such~~ the loss, it is mutually agreed that ~~such amount shall be referred to three disinterested persons,~~ on written demand of either party, the company and the insured each ~~choosing one out of three persons named by the other, the third being selected by such two~~

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shall select a competent appraiser and notify the other of the appraiser selected within ten days of the demand. The appraisers shall first select a competent and disinterested umpire; and, failing for ten days to agree upon the umpire, then, on request of either appraiser, the umpire shall be selected by a judge of a court of record in the state in which the property covered is located. By mutual agreement the two appraisers may agree to have the umpire selected by a judge of a court of record and waive the ten-day provision.

The appraisers and the umpire shall then appraise the loss. A written award of any two of these persons determines the amount of loss. The written award of a majority of such these referees shall be is final and conclusive upon the parties as to amount of loss, and such reference this selection, unless waived by the parties, shall be is a condition precedent to any right of action to recover for such a loss, and. No suit for the recovery of any claim by virtue of this policy shall may be sustained unless commenced within one year after the loss occurred,," and shall The policy must also provide the form, manner, and length of notice to be given to the company by the insured of any loss sustained.

Sec. 3. Minnesota Statutes 1982, section 66A.29, is amended to read:

66A.29 ARBITRATION REQUIRED.

Every policy shall must provide as follows: "In case of loss under this policy and failure of the parties to agree as to the amount of such the loss, it is mutually agreed that such amount shall be referred to three disinterested persons, on written demand of either party, the company and the insured each choosing one out of three persons named by the other, the third being selected by such two shall select a competent appraiser and notify the other of the appraiser selected within ten days of the demand. The appraisers shall first select a competent and disinterested umpire; and, failing for ten days to agree upon the umpire, then, on request of either appraiser, the umpire shall be selected by a judge of a court of record in the state in which the property covered is located. By mutual agreement the two appraisers may agree to have the umpire selected by a judge of a court of record and waive the ten-day provision.

The appraisers and the umpire shall then appraise the loss. A written award of any two of these persons determines the amount of loss. The written award of a majority of such these referees shall be is final and conclusive upon the parties as to the amount of loss, and such reference this selection, unless waived by the parties, shall be is a condition precedent to any right of action to recover for such a loss, and. No suit for the recovery of any claim by virtue of this policy shall may be sustained unless commenced within six months after the loss occurred,," and shall The policy must also provide the form, manner, and length of notice to be given to the company by the insured of any loss sustained.

Sec. 4. Minnesota Statutes 1982, section 299F.054, subdivision 1, is amended to read:

Changes or additions are indicated by underline, deletions by ~~strikeout~~.

Subdivision 1. An authorized person may, in writing, require an insurance company to release to the requesting person any or all relevant information or evidence the authorized person, in his discretion, deems important, which the company may have in its possession, relating to a fire loss or potential fire loss. Relevant information may include, and is limited to:

(a) pertinent insurance policy information relevant to a fire loss or potential fire loss under investigation including the application for a policy;

(b) policy premium payment records which are available;

(c) a history of previous claims made by the insured, including, where the insured is a corporation or partnership, a history of previous claims by a subsidiary or any affiliates, and a history of claims of any other business association in which individual officers or partners or their spouses were known to be involved; and

(d) material relating to the investigation of the loss or potential loss, including statements of any person, proof of loss or potential loss, and any other evidence relevant to the investigation.

Sec. 5. Minnesota Statutes 1982, section 299F.054, subdivision 2, is amended to read:

Subd. 2. (a) ~~When~~ If an insurance company has reason to believe that a fire loss or potential fire loss in which it has an interest may be of other than accidental cause, the company shall, in writing, notify an authorized person and provide him with all relevant material as specified in this section developed from the company's inquiry into the fire loss or potential fire loss.

(b) ~~When~~ If an insurance company provides any one of the authorized persons with notice of a fire loss or potential fire loss, it ~~shall be~~ is sufficient notice for the purpose of this subdivision.

Sec. 6. Minnesota Statutes 1982, section 299F.054, is amended by adding a subdivision to read:

Subd. 3a. An insurance company providing information to an authorized person may request in writing from the authorized person relevant information and receive the information requested within a reasonable time not to exceed 30 days. The relevant information may not include nonconviction criminal history record information or any other information detrimental to another ongoing criminal investigation or that would reveal the identity of a confidential source of information. Any authorized person not furnishing the information requested shall notify the insurance company of the reasons why the information cannot be furnished within 30 days of the request.

Sec. 7. Minnesota Statutes 1982, section 299F.054, subdivision 4, is amended to read:

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Subd. 4. An insurance company or its agent acting in its behalf, or an authorized person who releases information, whether oral or written, acting in good faith, pursuant to ~~subdivision~~ subdivisions 1 or 2 shall be to 3a is immune from any liability, civil or criminal, that might otherwise be incurred or imposed.

Approved May 20, 1983

CHAPTER 209 — H.F.No. 599

An act relating to labor; regulating fair labor standards record keeping; changing the civil and criminal penalties on employers for violations of the record keeping and posting requirements of the Fair Labor Standards Act; amending Minnesota Statutes 1982, sections 177.27, subdivision 2; 177.30; 177.31; and 177.32, subdivision 1.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1982, section 177.27, subdivision 2, is amended to read:

Subd. 2. The commissioner or ~~his~~ an authorized representative may require ~~from any~~ the employer of employees engaged in any occupation in the state to submit to the commissioner or the authorized representative photocopies, certified copies, or, if necessary, the originals of employment records which the commissioner or the authorized representative deems necessary or appropriate. The records which may be required include but are not limited to full and correct statements in writing, including sworn statements by the employer, with respect containing information relating to wages, hours, name names, addresses, and any other information pertaining to his the employer's employees and the conditions of their employment as the commissioner or his the authorized representative may deem deems necessary or appropriate.

The commissioner or the commissioner's authorized representative may require the records to be submitted by certified mail delivery or, if necessary, by personal delivery by the employer or a representative of the employer, as authorized by the employer in writing.

The commissioner may impose a penalty of up to \$100 on an employer for each failure of the employer to submit or deliver records as required by this section. The penalty imposed by this section is in addition to any penalties provided under section 177.32, subdivision 1.

Sec. 2. Minnesota Statutes 1982, section 177.30, is amended to read:

Changes or additions are indicated by underline, deletions by ~~strikeout~~.