

[Home](#)[Laws](#)[Bills](#)[Sessions](#)[House](#)[Senate](#)[Committees](#)[Legislators](#)[My Legis](#)[<](#) RS 22:1311 [>](#)

SUBPART C. FIRE AND EXTENDED COVERAGE  
(STANDARD FIRE POLICY)

§1311. Fire insurance contract; standard provisions; variations

A. The printed form of a policy of fire insurance, as set forth in Subsection F of this Section, shall be known and designated as the "standard fire insurance policy of the State of Louisiana."

B.(1) No policy or contract of fire insurance shall be made, issued, or delivered by any insurer, or by any producer or representative thereof, on any property in this state, unless it shall conform as to all provisions, stipulations, agreements, and conditions, as provided in this Subpart.

(2) There shall be printed at the head of the policy the name of the insurer or insurers issuing the policy; the location of the home office thereof; a statement whether said insurer or insurers are stock or mutual corporations or are reciprocal insurers or Lloyds underwriters or, if organized under a special charter, a statement of such fact and the plan under which such insurer operates in this state; and there may be added thereto such device or devices as the insurer or insurers issuing said policy shall desire.

(3) The standard fire insurance policy provided for herein need not be used for effecting reinsurance between insurers.

(4) If the policy is issued by a mutual, cooperative, or reciprocal insurer having special regulations with respect to the payment by the policyholder of assessments, such regulations shall be printed upon the policy, and any such insurer may print upon the policy such regulations as may be appropriate to or required by its home state or its form of organization.

C. 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, not disapproved by the commissioner of insurance as may be designated in such contract of temporary insurance; except that the cancellation clause thereof specifying the hour of the day at which the insurance shall commence, may be superseded by the express terms of such contract of temporary insurance.

D. Two or more insurers authorized to engage in the business of fire insurance in this state may, with the approval of the commissioner of insurance, issue a combination standard form fire insurance policy which shall contain the following provisions:

(1) A provision to the effect that the insurers executing such policy shall be severally liable for the full amount of any loss or damage, according to the terms of the policy, or for specified percentages or amounts thereof, aggregating the full amount of such insurance under such policy.

(2) A provision substantially to the effect that service of process, or of 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.

E.(1) Appropriate forms of other contracts or endorsements whereby the interest in the property described in such policy shall be insured against one or more of the perils which the insurer is empowered to assume, in addition to the perils covered by said standard fire insurance policy, may be approved and may, unless at any time disapproved by the commissioner of insurance, be used in connection with a standard fire insurance policy. Such forms may contain provisions and stipulations inconsistent with the standard policy if applicable only to such other perils. The first page of the policy may, in a form approved by the commissioner, be rearranged to provide space for the listing of amounts of insurance, rates and premiums for the basic coverages insured under the standard form of policy and for additional coverages or perils insured under endorsements attached, and such other data as may be conveniently included for duplication on daily reports for office records.

(2)(a) Any policy or contract otherwise subject to the provisions of Subsections A and B of this Section, which includes either an unspecified basis as to the coverage or for a single premium, coverage against the peril of fire and substantial coverage against other perils need not comply with the provisions of Subsections A and B of this Section provided each of the following apply: (i) such policy or contract shall afford coverage, with respect to the peril of fire, not less than the coverage afforded by said standard fire policy; (ii) the provisions in relation to mortgagee interests and obligations in said standard fire policy may be incorporated therein without change; (iii) such policy or contract is complete as to all of its terms without reference to the standard form of fire insurance policy or any other policy; and (iv) the commissioner is satisfied that such policy or contract complies with the provisions hereof.

(b) The pages of the Standard Fire Insurance Policy may be renumbered and the format rearranged for convenience in the preparation of individual contracts, and to provide space for the listing of rates and premiums for coverages insured thereunder or under endorsement attached or printed thereon, and such other data as may be conveniently included for duplication on daily reports for office records.

F. The form of the standard fire insurance policy of the state of Louisiana (with permission to substitute for the word "company" a more accurate descriptive term for the type of insurer) shall be as follows:

(1) FIRST PAGE OF STANDARD FIRE POLICY

No.

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

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

In consideration of the provisions and stipulations herein or added hereto and of \_\_\_\_\_ dollars premium this company, for the term of \_\_\_\_\_ from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, to the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at 12:01 a.m. Standard Time, at location of property involved, to an amount not exceeding \_\_\_\_\_ dollars, does insure \_\_\_\_\_ and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING, AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, 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.

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

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

IN WITNESS WHEREOF, this Company has executed and attested these presents at \_\_\_\_\_.

\_\_\_\_\_  
(signature of officer)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
AGENT

## (2) SECOND PAGE OF STANDARD FIRE POLICY

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

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

Perils not included-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 an 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, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other insurance-Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance-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 a described building, whether intended for occupancy by owner or tenant, is vacant, or unoccupied beyond a period of sixty consecutive days; or  
(c) As a result of explosion or riot, unless fire ensues, and in that event for loss by fire only.

Other perils or subjects-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.

Added provisions-The extent of the application of insurance under this policy and of the contribution 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 provisions may be waived except such as by the terms of this policy is subject to change.

Waiver provisions-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.

Cancellation of policy-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 thirty-day written notice of cancellation, or ten-day written notice when cancellation is for nonpayment of premium, with or without tender of the excess 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. Upon the written request of the named insured, the insurer shall provide to the insured in writing the reasons for cancellation of the policy.

There shall be no liability on the part of and no cause of action of any nature shall arise against any insurer or its agents, employees, or representatives for any action taken by them to provide the reasons for cancellation as required by this Paragraph.

Mortgagee interest and obligations-If loss hereunder is made payable in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be canceled by delivering or mailing to such mortgagee a thirty-day written notice of cancellation, or a ten-day written notice of cancellation if cancellation is for nonpayment of premium.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's rights to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability-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, whether collectible or not.

Requirements in case loss occurs-The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged, and undamaged property, showing in detail quantities, costs, actual cash value, and amount of loss claimed; and within sixty days after loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession, or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged. 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 submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representatives, and shall permit extracts and copies thereof to be made.

Appraisal-In case the insured and this Company 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 twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then on request of the insured or this Company such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash 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 cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options-It shall be optional with this Company to take all, or any part, 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 to do so within thirty days after the receipt of the proof of loss herein required.

Abandonment-There can be no abandonment to this Company of any property.

When loss payable-The amount of loss for which this Company may be liable shall be payable thirty 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 filing with this Company of an award as herein provided.

Suit-No suit or action on this policy for the recovery of any first-party claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twenty-four months next after the inception of the loss.

Subrogation-This Company 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.

(3) THIRD PAGE OF STANDARD FIRE POLICY

Attach Form Below This Line  
BACK OF STANDARD FIRE POLICY  
(Optional)

Standard Fire Insurance Policy of the State of Louisiana

Expires \_\_\_\_\_

Property \_\_\_\_\_

Assured \_\_\_\_\_

No. \_\_\_\_\_

(Company)

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

G. Insurers issuing a standard fire policy pursuant to this Section are hereby authorized to affix thereto or include therein a written statement that the policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under said policy; provided, however, that nothing herein contained shall be construed to prohibit the attachment to any such policy of an endorsement or endorsements specifically assuming coverage for loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination.

H. For the purposes of commercial property and casualty insurance policies, the standard policy of fire insurance prescribed by this Subpart shall not cover loss or damage caused, directly or indirectly, by terrorism, unless an endorsement specifically assuming coverage for loss or damage caused by terrorism is attached to the policy. Insurers issuing commercial property and casualty insurance policies against the peril of fire and other perils permitted under this Section are hereby authorized to add to the policy by endorsement or include within the policy statement that the policy does not cover such loss.

Acts 1958, No. 125. Amended by Acts 1960, No. 193, §1; Acts 1960, No. 194, §1; Acts 1977, No. 335, §1; Acts 1985, No. 938, §1, eff. Jan. 1, 1986; Acts 1987, No. 510, §1; Acts 1989, No. 657, §1; Acts 1999, No. 882, §1, eff. July 2, 1999; Acts 2003, No. 1133, §1; Acts 2007, No. 43, §1; Acts 2007, No. 459, §4, eff. Jan. 1, 2008; Redesignated from R.S. 22:691 by Acts 2008, No. 415, §1, eff. Jan. 1, 2009; Acts 2010, No. 703, §1, eff. Jan. 1, 2011.

NOTE: Former R.S. 22:1311 redesignated as R.S. 22:1992 by Acts 2008, No. 415, §1, eff. Jan. 1, 2009.

If you experience any technical difficulties navigating this website, [click here](#) to contact the webmaster.  
P.O. Box 94062 (900 North Third Street) Baton Rouge, Louisiana 70804-9062