

2026 Regular Session

HOUSE BILL NO. 850

BY REPRESENTATIVE FIRMENT

INSURANCE: Provides relative to cancellation notice requirements in the Standard Fire Policy

1 AN ACT

2 To amend and reenact R.S. 22:1311(F)(2), relative to the cancellation of residential property
3 insurance policies; to provide for notice requirements in the Standard Fire Policy;
4 and to provide for related matters.

5 Be it enacted by the Legislature of Louisiana:

6 Section 1. R.S. 22:1311(F)(2) is hereby amended and reenacted to read as follows:

7 §1311. Fire insurance contract; standard provisions; variations

8 * * *

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

12 * * *

13 (2) SECOND PAGE OF STANDARD FIRE POLICY

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

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

4 Perils not included - This company shall not be liable for loss by fire or other
5 perils insured against in this policy caused, directly or indirectly, by:

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

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

17 Conditions suspending or restricting insurance - Unless otherwise provided
18 in writing added hereto, this Company shall not be liable for loss occurring:

19 (a) While the hazard is increased by any means within the control or
20 knowledge of the insured; or

21 (b) While a described building, whether intended for occupancy by owner
22 or tenant, is vacant, or unoccupied beyond a period of sixty consecutive days; or

23 (c) As a result of explosion or riot, unless fire ensues, and in that event for
24 loss by fire only.

25 Other perils or subjects - Any other peril to be insured against or subject of
26 insurance to be covered in this policy shall be by endorsement in writing hereon or
27 added hereto.

28 Added provisions - The extent of the application of insurance under this
29 policy and of the contribution to be made by this Company in case of loss, and any

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

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

9 Cancellation of policy - This policy shall be canceled at any time at the
10 request of the insured, in which case this Company shall, upon demand and surrender
11 of this policy, refund the excess of paid premium above the customary short rates for
12 the expired time. This policy may be canceled at any time by this Company by
13 giving to the insured a ~~thirty-day~~ sixty-day written notice of cancellation, or ten-day
14 written notice when cancellation is for nonpayment of premium, with or without
15 tender of the excess paid premium above the pro rata premium for the expired time
16 which excess, if not tendered, shall be refunded on demand. Notice of cancellation
17 shall state that said excess premium, if not tendered, will be refunded on demand.
18 Upon the written request of the named insured, the insurer shall provide to the
19 insured in writing the reasons for cancellation of the policy. There shall be no
20 liability on the part of and no cause of action of any nature shall arise against any
21 insurer or its agents, employees, or representatives for any action taken by them to
22 provide the reasons for cancellation as required by this Paragraph.

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

28 If the insured fails to render proof of loss such mortgagee, upon notice, shall
29 render proof of loss in form herein specified within sixty (60) days thereafter and

1 shall be subject to the provisions hereof relating to appraisal and time of payment
2 and of bringing suit. If this Company shall claim that no liability existed as to the
3 mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be
4 subrogated to all the mortgagee's rights of recovery, but without impairing
5 mortgagee's rights to sue; or it may pay off the mortgage debt and require an
6 assignment thereof and of the mortgage. Other provisions relating to the interests
7 and obligations of such mortgagee may be added hereto by agreement in writing.

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

11 Requirements in case loss occurs - The insured shall give immediate written
12 notice to this Company of any loss, protect the property from further damage,
13 forthwith separate the damaged and undamaged personal property, put it in the best
14 possible order, furnish a complete inventory of the destroyed, damaged, and
15 undamaged property, showing in detail quantities, costs, actual cash value, and
16 amount of loss claimed; and within sixty days after loss, unless such time is extended
17 in writing by this Company, the insured shall render to this Company a proof of loss,
18 signed and sworn to by the insured, stating the knowledge and belief of the insured
19 as to the following: the time and origin of the loss, the interest of the insured and of
20 all others in the property, the actual cash value of each item thereof and the amount
21 of loss thereto, all encumbrances thereon, all other contracts of insurance, whether
22 valid or not, covering any of said property, any changes in the title, use, occupation,
23 location, possession, or exposures of said property since the issuing of this policy,
24 by whom and for what purpose any building herein described and the several parts
25 thereof were occupied at the time of loss and whether or not it then stood on leased
26 ground, and shall furnish a copy of all the descriptions and schedules in all policies
27 and, if required, verified plans and specifications of any building, fixtures, or
28 machinery destroyed or damaged. The insured, as often as may be reasonably
29 required shall exhibit to any person designated by this Company all that remains of

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

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

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

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

27 When loss payable - The amount of loss for which this Company may be
28 liable shall be payable thirty days after proof of loss, as herein provided, is received
29 by this Company and ascertainment of the loss is made either by agreement between

