

Amendments proposed by Senator Dardenne to Reengrossed House Bill No. 1788 by Representative Morrish and Senator Dardenne

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) Any policy or contract otherwise subject to the provisions of Subsections A and B hereof, which includes either on 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 hereof, provided (1) 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, (2) the provisions in relation to mortgagee interests and obligations in said standard fire policy may be incorporated therein without change, (3) 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 (4) the commissioner is satisfied that such policy or contract complies with the provisions hereof. 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:

\* \* \*

#### (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

1           liable for loss occurring:

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

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

7                 (c) As a result of explosion or riot, unless fire ensue, and in that  
8                 event for loss by fire only.

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

12                 Added provisions -- The extent of the application of insurance  
13                 under this policy and of the contribution to be made by this Company  
14                 in case of loss, and any other provision or agreement not inconsistent  
15                 with the provisions of this policy, may be provided for in writing added  
16                 hereto, but no provisions may be waived except such as by the terms of  
17                 this policy is subject to change.

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

24                 Cancellation of policy -- This policy shall be canceled at any  
25                 time at the request of the insured, in which case this Company shall,  
26                 upon demand and surrender of this policy, refund the excess of paid  
27                 premium above the customary short rates for the expired time. This  
28                 policy may be canceled at any time by this Company by giving to the  
29                 insured a ~~twenty~~ thirty days written notice of cancellation, or ten days  
30                 written notice when cancellation is for nonpayment of premium, with  
31                 or without tender of the excess paid premium above the pro rata  
32                 premium for the expired time which excess, if not tendered, shall be  
33                 refunded on demand. Notice of cancellation shall state that said excess  
34                 premium, if not tendered, will be refunded on demand. Upon the  
35                 written request of the named insured, the insurer shall provide to the  
36                 insured in writing the reasons for cancellation of the policy. There shall  
37                 be no liability on the part of and no cause of action of any nature shall  
38                 arise against any insurer or its agents, employees, or representatives for  
39                 any action taken by them to provide the reasons for cancellation as  
40                 required by this Paragraph.

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

47                 If the insured fails to render proof of loss such mortgagee, upon  
48                 notice, shall render proof of loss in form herein specified within sixty  
49                 (60) days thereafter and shall be subject to the provisions hereof  
50                 relating to appraisal and time of payment and of bringing suit. If this  
51                 Company shall claim that no liability existed as to the mortgagor or  
52                 owner, it shall, to the extent of payment of loss to the mortgagee, be  
53                 subrogated to all the mortgagee's rights of recovery, but without  
54                 impairing mortgagee's rights to sue; or it may pay off the mortgage debt

1 and require an assignment thereof and of the mortgage. Other  
2 provisions relating to the interests and obligations of such mortgagee  
3 may be added hereto by agreement in writing.

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

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

38 Appraisal -- In case the insured and this Company shall fail to  
39 agree as to the actual cash value or the amount of loss, then, on the  
40 written demand of either, each shall select a competent and  
41 disinterested appraiser and notify the other of the appraiser selected  
42 within twenty days of such demand. The appraisers shall first select a  
43 competent and disinterested umpire; and failing for fifteen days to  
44 agree upon such umpire, then on request of the insured or this Company  
45 such umpire shall be selected by a judge of a court of record in the state  
46 in which the property covered is located. The appraisers shall then  
47 appraise the loss, stating separately actual cash value and loss to each  
48 item; and failing to agree, shall submit their differences, only, to the  
49 umpire. An award in writing, so itemized, of any two when filed with  
50 this Company shall determine the amount of actual cash value and loss.  
51 Each appraiser shall be paid by the party selecting him and the expenses  
52 of appraisal and umpire shall be paid by the parties equally.

53 Company's options -- It shall be optional with this Company to  
54 take all, or any part, of the property at the agreed or appraised value,

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

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

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

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

17 Subrogation -- This Company may require from the insured an  
18 assignment of all right of recovery against any party for loss to the  
19 extent that payment therefor is made by this Company.

20 \* \* \*

21 H. For the purposes of commercial property and casualty  
22 insurance policies, the standard policy of fire insurance prescribed by  
23 this Part shall not cover loss or damage caused, directly or indirectly,  
24 by terrorism, unless an endorsement specifically assuming coverage for  
25 loss or damage caused by terrorism is attached to the policy. Insurers  
26 issuing commercial property and casualty insurance policies against the  
27 peril of fire and other perils permitted under this Section are hereby  
28 authorized to add to the policy by endorsement or include within the  
29 policy statement that the policy does not cover such loss.  
30 \* \* \*

31 AMENDMENT NO. 4

32 On page 2, line 4, change "is" to "are"