

ACT No. 848

2026 Regular Session

HOUSE BILL NO. 850

BY REPRESENTATIVE FIRMENT

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; to
4 provide for applicability; to provide for an effective date; and to provide for related
5 matters.

6 Be it enacted by the Legislature of Louisiana:

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

8 §1311. Fire insurance contract; standard provisions; variations

9 * * *

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

13 * * *

14 (2) SECOND PAGE OF STANDARD FIRE POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 If the insured fails to render proof of loss such mortgagee, upon notice, shall
26 render proof of loss in form herein specified within sixty (60) days thereafter and
27 shall be subject to the provisions hereof relating to appraisal and time of payment
28 and of bringing suit. If this Company shall claim that no liability existed as to the
29 mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be
30 subrogated to all the mortgagee's rights of recovery, but without impairing

1 mortgagee's rights to sue; or it may pay off the mortgage debt and require an
2 assignment thereof and of the mortgage. Other provisions relating to the interests
3 and obligations of such mortgagee may be added hereto by agreement in writing.

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

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

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

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

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

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

23 When loss payable - The amount of loss for which this Company may be
24 liable shall be payable thirty days after proof of loss, as herein provided, is received
25 by this Company and ascertainment of the loss is made either by agreement between
26 the insured and this Company expressed in writing or by filing with this Company
27 of an award as herein provided.

28 Suit - No suit or action on this policy for the recovery of any first-party claim
29 shall be sustainable in any court of law or equity unless all the requirements of this

1 policy shall have been complied with, and unless commenced within twenty-four
2 months next after the inception of the loss.

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

6 * * *

7 Section 2. The provisions of this Act shall apply to any new policy issued on or after
8 July 1, 2026. Any policy in effect prior to July 1, 2026, shall convert to conform to the
9 provisions of this Act on or before the renewal date, but no later than July 1, 2027.

10 Section 3. This Act shall become effective upon signature by the governor or, if not
11 signed by the governor, upon expiration of the time for bills to become law without signature
12 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
13 vetoed by the governor and subsequently approved by the legislature, this Act shall become
14 effective on the day following such approval.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____