

**Georgia Regulations**

**RULES AND REGULATIONS OF THE STATE OF GEORGIA**

**RULES OF THE COMPTROLLER GENERAL**

**Insurance Department**

**Chapter 120-2-19-0.20**

**PROPERTY INSURANCE REGULATIONS**

Section

120-2-19-.01-0.20 Standard fire policy.

120-2-19-.03-0.20 Severability.

**120-2-19-.01-0.20 Standard fire policy.** The Standard Fire Policy prescribed by the Insurance Commissioner of Georgia pursuant to the mandate of Section 33-32-1 of the Georgia Insurance Code is as follows:

Standard Fire Insurance Policy for Alabama, Georgia, Louisiana and Mississippi

COMPANY NAME WILL APPEAR HERE

Home Office Location, City and State

Policy No.

Expires  
Basic Amount \$  
Premium \$  
Property

Insured's Name and Mailing Address

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See inside of policy for amounts of insurance and perils insured against. It is important that the written portions of all policies covering the same properties read exactly alike. If they do not, they should be made uniform at once.

Standard Fire Insurance Policy for  
Alabama, Georgia, Louisiana and Mississippi

COMPANY NAME WILL  
APPEAR HERE

(Agent's Sticker)

Date of Cancellation,  
Date of Policy, .....  
Time in Force, .....

YEAR	MO.	DAY

PERIL	WHOLE PREM.	RETURN PREM.	NBFU CODE
Fire			
F. C.			
Total			XXXX

Short Rate

Pro Rata

If Cancelled Pro Rata, Explain Why; Also Give Number of Rewritten Policy, If Any.

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1     **Concealment,**           This entire policy shall be void if, whether  
2     **fraud.**                   before or after a loss, the insured has wil-  
3                               fully concealed or misrepresented any ma-  
4     terial fact or circumstance concerning this insurance or the  
5     subject thereof, or the interest of the insured therein, or in case  
6     of any fraud or false swearing by the insured relating thereto.  
7     **Uninsurable**           This policy shall not cover accounts, bills,  
8     **and**                     currency, deeds, evidences of debt, money or  
9     **excepted property.**    securities; nor, unless specifically named  
10                            hereon in writing, bullion or manuscripts.  
11    **Perils not**             This Company shall not be liable for loss by  
12    **included.**             fire or other perils insured against in this  
13                            policy caused, directly or indirectly, by: (a)  
14    enemy attack by armed forces, including action taken by mili-  
15    tary, naval or air forces in resisting an actual or an immediately  
16    impending enemy attack; (b) invasion; (c) insurrection; (d)  
17    rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)  
18    order of any civil authority except acts of destruction at the time  
19    of and for the purpose of preventing the spread of fire, provided  
20    that such fire did not originate from any of the perils excluded  
21    by this policy; (i) neglect of the insured to use all reasonable  
22    means to save and preserve the property at and after a loss, or  
23    when the property is endangered by fire in neighboring prem-  
24    ises; (j) nor shall this Company be liable for loss by theft.  
25    **Other Insurance.**     Other insurance may be prohibited or the  
26                            amount of insurance may be limited by en-  
27    dorsement attached hereto.  
28    **Conditions suspending or restricting insurance. Unless other-**  
29    **wise provided in writing added hereto this Company shall not**  
30    **be liable for loss occurring**  
31    (a) while the hazard is increased by any means within the con-  
32    trol or knowledge of the insured; or  
33    (b) while a described building, whether intended for occupancy  
34    by owner or tenant, is vacant or unoccupied beyond a period of  
35    sixty consecutive days; or  
36    (c) as a result of explosion or riot, unless fire ensue, and in  
37    that event for loss by fire only.  
38    **Other perils**           Any other peril to be insured against or sub-  
39    **or subjects.**           ject of insurance to be covered in this policy  
40                            shall be by endorsement in writing hereon or  
41    added hereto.  
42    **Added provisions.**     The extent of the application of insurance  
43                            under this policy and of the contribution to  
44    be made by this Company in case of loss, and any other pro-  
45    vision or agreement not inconsistent with the provisions of this

46 policy, may be provided for in writing added hereto, but no pro-  
47 vision may be waived except such as by the terms of this policy  
48 is subject to change.

49 **Waiver** No permission affecting this insurance shall  
50 **provisions.** exist, or waiver of any provision be valid,  
51 unless granted herein or expressed in writing  
52 added hereto. No provision, stipulation or forfeiture shall be  
53 held to be waived by any requirement or proceeding on the part  
54 of this Company relating to appraisal or to any examination  
55 provided for herein.

56 **Cancellation** This policy shall be cancelled at any time  
57 **of policy.** at the request of the insured, in which case  
58 this Company shall, upon demand and sur-  
59 render of this policy, refund the excess of paid premium above  
60 the customary short rates for the expired time. This pol-  
61 icy may be cancelled at any time by this Company by giving  
62 to the insured a five days' written notice of cancellation with  
63 or without tender of the excess of paid premium above the pro  
64 rata premium for the expired time, which excess, if not ten-  
65 dered, shall be refunded on demand. Notice of cancellation shall  
66 state that said excess premium (if not tendered) will be re-  
67 funded on demand.

68 **Mortgage** If loss hereunder is made payable, in whole  
69 **interest and** or in part, to a designated mortgagee not  
70 **obligations.** named herein as the insured, such interest in  
71 this policy may be cancelled by giving to such  
72 mortgagee a ten days' written notice of can-  
73 cellation.

74 If the insured fails to render proof of loss such mortgagee, upon  
75 notice, shall render proof of loss in the form herein specified  
76 within sixty (60) days thereafter and shall be subject to the pro-  
77 visions hereof relating to appraisal and time of payment and of  
78 bringing suit. If this Company shall claim that no liability ex-  
79 isted as to the mortgagor or owner, it shall, to the extent of pay-  
80 ment of loss to the mortgagee, be subrogated to all the mort-  
81 gagee's rights of recovery, but without impairing mortgagee's  
82 right to sue; or it may pay off the mortgage debt and require  
83 an assignment thereof and of the mortgage. Other provisions  
84 relating to the interests and obligations of such mortgagee may  
85 be added hereto by agreement in writing.

86 **Pro rata liability.** This Company shall not be liable for a greater  
87 proportion of any loss than the amount  
88 hereby insured shall bear to the whole insurance covering the  
89 property against the peril involved, whether collectible or not.

90 **Requirements in** The insured shall give immediate written  
91 **case loss occurs.** notice to this Company of any loss, protect

92 the property from further damage, forthwith  
93 separate the damaged and undamaged personal property, put  
94 it in the best possible order, furnish a complete inventory of  
95 the destroyed, damaged and undamaged property, showing in  
96 detail quantities, costs, actual cash value and amount of loss  
97 claimed; **and within sixty days after the loss, unless such time**  
98 **is extended in writing by this Company, the insured shall render**  
99 **to this Company a proof of loss**, signed and sworn to by the  
100 insured, stating the knowledge and belief of the insured as to  
101 the following: the time and origin of the loss, the interest of the  
102 insured and of all others in the property, the actual cash value of  
103 each item thereof and the amount of loss thereto, all encum-  
104 brances thereof, all other contracts of insurance, whether valid  
105 or not, covering any of said property, any changes in the title,  
106 use, occupation, location, possession, or exposures of said pro-  
107 perty since the issuing of this policy, by whom and for what  
108 purpose any building herein described and the several parts  
109 thereof were occupied at the time of loss and whether or not it  
110 then stood on leased ground, and shall furnish a copy of all the  
111 descriptions and schedules in all policies and, if required, verified  
112 plans and specifications of any building, fixtures or machinery  
113 destroyed or damaged. The insured, as often as may be reason-  
114 ably required, shall exhibit to any person designated by this  
115 Company all that remains of any property herein described, and  
116 submit to examinations under oath by any person named by this  
117 Company, and subscribe the same; and, often as may be  
118 reasonably required, shall produce for examination all books of  
119 accounts, bills, invoices and other vouchers, or certified copies  
120 thereof if originals be lost, at such reasonable time and place  
121 as may be designated by this Company or its representative, and  
122 shall permit extracts and copies thereof to be made.

123 **Appraisal.** In case the insured and this Company shall  
124 fail to agree as to the actual value or  
125 the amount of loss, then, on the written demand of either, each  
126 shall select a competent and disinterested appraiser and notify  
127 the other of the appraiser selected within twenty days of such  
128 demand. The appraisers shall select a competent and dis-  
129 interested umpire; and failing for fifteen days to agree upon  
130 such umpire, then, on request of the insured or this Company,  
131 such umpire shall be selected by a judge of a court of record in  
132 the state in which the property covered is located. The ap-  
133 praisers shall then appraise the loss, stating separately actual  
134 cash value and loss to each item; and, failing to agree, shall  
135 submit their differences, only, to the umpire. An award in writ-  
136 ing, so itemized, of any two when filed with this Company shall  
137 determine the amount of actual cash value and loss. Each

138 appraiser shall be paid by the party selecting him and the ex-  
139 penses of appraisal and umpire shall be paid by the parties  
140 equally.  
141 **Company's** It shall be optional with this Company to  
142 **options.** take all, or any part, of the property at the  
143 agreed or appraised value, and also to re-  
144 pair, rebuild or replace the property destroyed or damaged with  
145 other of like kind and quality within a reasonable time, on giv-  
146 ing notice of its intention so to do within thirty days after the  
147 receipt of the proof of loss herein required.  
148 **Abandonment.** There can be no abandonment to this Com-  
149 pany of any property.  
150 **When loss** The amount of loss for which this Company  
151 **payable.** may be liable shall be payable sixty days  
152 after proof of loss, as herein provided, is  
153 received by this Company and ascertainment of the loss is made  
154 either by agreement between the insured and this Company ex-  
155 pressed in writing or by the filing with this Company of an  
156 award as herein provided.  
157 **Suit.** No suit or action on this policy for the recov-  
158 ery of any claim shall be sustainable in any  
159 court of law or equity unless all the requirements of this policy  
160 shall have been complied with, and unless commenced within  
161 two (2) years next after inception of the loss.  
162 **Subrogation.** This Company may require from the insured  
163 an assignment of all right of recovery against  
164 any party for loss to the extent that payment therefor is made  
165 by this Company.

**IN WITNESS WHEREOF**, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

**INSERT SIGNATURES AND TITLES OF PROPER OFFICERS**

Standard Fire Insurance Policy for Alabama, Georgia, Louisiana and Mississippi

No. STOCK COMPANY

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Renewal of Number

**COMPANY NAME WILL APPEAR HERE**



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Total Insurance -- See form attached -- Item 1, \$ \_\_\_ ; Item 2, \$ \_\_\_

Item 3, \$ \_\_\_ ; Item 4, \$ \_\_\_

Subject to Bureau Form No.(s). \_\_\_\_\_ herein. The Safe Flue Warranty in form does \_\_\_\_\_ apply.

**Mortgage Clause:** Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:

\_\_\_\_\_

\_\_\_\_\_

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.

Countersigned at Date \_\_\_\_\_ Agent

**Authority.** — O.C.G.A. §§33-2-9, 33-32-1, 50-13-4, and 50-13-21.

**120-2-19-.03-0.20 Severability.** If any rule or portion thereof contained in this Chapter is held invalid by a court of competent jurisdiction, the remainder of the rules herein and the applicability of such provisions to other circumstances shall not be affected thereby.

**Authority --** O.C.G.A. §§ 33-2-9, 33-32-1, 50-13-4, and 50-13-21.

## Georgia Regulations

### RULES AND REGULATIONS OF THE STATE OF GEORGIA

#### RULES OF THE COMPTROLLER GENERAL

##### Insurance Department

##### Chapter 120-2-20-0.21

#### UNFAIR TRADE AND CLAIMS SETTLEMENT PRACTICES

##### Section

120-2-20-.01-0.21	Soliciting in general.
120-2-20-.02-0.21	Time limitation on filing suit.
120-2-20-.03-0.21	Severability.

**120-2-20-.01-0.21 Soliciting in general.** It is hereby determined that the commission of any of the following acts or practices by any insurer, agent, counselor, solicitor or broker transacting property, marine, casualty or surety insurance in Georgia constitutes an unfair method of competition and an unfair and deceptive act or practice prohibited by Article 1 of Chapter 6 of Title 33 of the Official Code of Georgia Annotated and the same are hereby prohibited:

(1) Making, publishing, disseminating, circulating or placing before the public or any group of persons in written, printed, or any other form, including radio or televisions broadcasts, any advertisement, announcement, solicitation, or statement pertaining to any form of property, marine, casualty or surety insurance which appears to emanate from, through or under the auspices of any trade, social, fraternal or professional association or organization, creditor to persons severally indebted, labor union, employee group, or other similar association, organization, or group not authorized to transact the business of such form of insurance in Georgia, where such advertisement, announcement, solicitation or statement expressly or by implication represents, or can be reasonably construed to mislead the recipient into believing, that any insurance premium or policy coverage described therein constitutes a special or preferred advantage to, or is only available to, such group or any of its members, when such representation or implication is false or, if true, would constitute use of a discriminatory rate or an offering to a fictitious group, prohibited by law.

(2) Knowingly allowing any other person to make, publish, disseminate, circulate or place before the public or any group of persons any advertisement, announcement, solicitation or statement prohibited by the preceding paragraph (1) hereof.

(3) The provisions of this Regulation shall not extend to life, accident and sickness insurance, nor shall they apply to any bona fide association group composed of members employed in a common trade, business or profession, and which has had group insurance of the same type continuously in existence for at least since January 1, 1956.

**Authority.**—O.C.G.A. §§33-2-9, 33-6-12.

**120-2-20-.02-0.21 Time limitation on filing suit.** No property, casualty, credit, marine and transportation, or vehicle insurance policy providing first party insurance coverage for loss or damage to any type of real or personal property shall contain a contractual limitation requiring commencement of a suit or action within a specified period of time less favorable to the insured than that specified in the “Standard Fire Policy” promulgated by the Commissioner in Chapter 120-2-19-.01 of these Rules and Regulations. The time limitation on filing suit imposed by this Rule is applicable only to the portion or portions of the policies providing first party property insurance coverage. Liability coverage and workers compensation coverage are specifically exempted from the requirements of this Rule.

**Authority.**—O.C.G.A. §§33-2-9, 33-6-36, 33-32-1, 33-34-8.

**120-2-20-.03-0.21 Severability.** If any rule or portion thereof contained in this Chapter is held invalid by a court of competent jurisdiction, the remainder of the rules herein and the applicability of such provisions to other circumstances shall not be affected thereby.

**Authority --** O.C.G.A. §§ 33-2-9, 33-6-36, 33-32-1, 33-34-8, 50-13-3, 50-13-4, and 50-13-21.