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**INSURANCE CODE - INS**

**DIVISION 2. CLASSES OF INSURANCE [1880 - 12880.8]** ( Division 2 enacted by Stats. 1935, Ch. 145. )

**PART 1. FIRE AND MARINE INSURANCE [1880 - 10108.1]** ( Part 1 enacted by Stats. 1935, Ch. 145. )

**CHAPTER 5. County Mutual Fire Insurers [5050 - 7060]** ( Chapter 5 enacted by Stats. 1935, Ch. 145. )

**ARTICLE 4. The Policy [6010 - 6021]** ( Article 4 enacted by Stats. 1935, Ch. 145. )

**6010.** (a) The following is adopted as the standard form of county mutual fire insurer's policy for this state:

California Standard Form of County Fire Insurance 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, of the obligations herein and in the application, and of \_\_\_\_\_ dollars premium this company, for the term of \_\_\_\_\_

from the day of , 20____	\	at 12:01 a.m.,
to the day of , 20____	/	standard time,

at location of property involved, to an amount not exceeding \_\_\_\_\_ dollars, does accept as a member and 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 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.

For a more particular description, and as forming a part of this policy, reference is had to application No. \_\_\_\_\_ on file in the office 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.

The charter and bylaws of this company are to be resorted to and used to explain the rights and obligations of the parties hereto in all cases not herein otherwise specially provided for, and are hereby made a part of this policy. This policy is made and accepted upon the above expressed condition.

IN WITNESS WHEREOF, this company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized secretary of this company at \_\_\_\_\_.

____ Secretary. _____	____ President. _____

Countersigned this day of , 20____.	
	Secretary.

#### 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, evidences 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 60 consecutive days; or (c) as a result of explosion or riot, unless fire ensue, 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 provision may be waived except such as by the terms of this policy or by statute 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 may be canceled and the insured as a member of this company may withdraw therefrom by the insured surrendering the policy for cancellation at any time during the life of the policy and while the company continues the business for which it was organized, by giving notice in writing to the company and by paying such obligations as may have accrued against the insured on the day of cancellation. This policy may be canceled at any time by this company by giving to the insured 20 days' written notice of cancellation with or without tender of the excess of 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. If the reason for cancellation is nonpayment of premium, this policy may be canceled by this company by giving to the insured a 10 days' written notice of cancellation.

#### Assignment

This company may give its consent in writing allowing the assignment of this policy upon the bona fide sale of the property insured herein; provided, within 30 days from the transfer of the title to the within property and upon the assignment thereof such purchaser or his or her agent signs an agreement becoming a member and accepting the conditions of the within policy; otherwise this policy to be null and void, except as to holders of a mortgage or deed of trust.

#### Mortgagee interests 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 giving to such mortgagee a 10 days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within 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 right 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 written notice to this company of any loss without unnecessary delay, 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 60 days after the 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 and obtainable, 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 representative, 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 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 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 or her 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 so to do within 30 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

Except where assessment is required as hereinafter provided, the amount of loss for which this company may be liable shall be payable 60 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 the filing with this company of an award as herein provided.

#### Assessment for deficiency

When the amount of any loss shall have been ascertained, which exceeds in amount the cash funds of the company, the president shall convene the directors of this company, who shall proceed in the manner provided by Article 8 (commencing with Section 7010) of Chapter 5 of Part 1 of Division 2 of the Insurance Code.

#### Notice of assessment

It shall be the duty of the secretary, whenever assessment shall have been made, to immediately notify every person holding a risk in this company, personally, by an agent, or by letter directed to the person's usual post office address, of the amount of such loss, and the sum due from him or her, as his or her share thereof, and of the time and to whom such payment is made; but such time shall not be less than 30 days, nor more than 90 days from date of such notice. No assessment or assessments can be levied under this policy in excess of three times the premium named herein.

#### Action for neglect or refusal to pay assessments

An action may be brought against the member whose property is insured herein and this policy is automatically suspended if the insured shall not have paid, before it is delinquent, the insured's portion of any assessment levied or other liability due this company for a period in excess of 90 days. The directors of this company who shall willfully refuse or neglect to perform the duties imposed upon them by law or the bylaws of the company, shall be liable in their individual capacity to the person sustaining such loss. An action may also be brought and maintained against this company by members thereof for losses sustained if payment is withheld after the amount of such losses have been determined and is due by the terms of the policy.

#### Suit

No suit or action on this policy for the recovery of any 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 12 months next after inception of the loss.

If the loss is related to a state of emergency, as defined in subdivision (b) of Section 8558 of the Government Code, the time limit to bring suit is extended to 24 months after 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.

(b) The amendments to this section made by the act adding this subdivision shall govern a policy utilizing the form provided in subdivision (a) when that policy is originated or renewed on or after January 1, 2004.

(c) (1) The amendments to this section made by the act adding this subdivision govern a policy originated or renewed on or after the effective date of this act.

(2) Notwithstanding paragraph (1), an insurer shall incorporate the revisions to the standard form of county mutual fire insurer's policy made by the act adding this subdivision on or before July 1, 2019.

*(Amended by Stats. 2018, Ch. 639, Sec. 2. (AB 2594) Effective September 21, 2018.)*

**6010.5.** The policy is not required to be used for reinsurance between insurers.

*(Added by Stats. 1949, Ch. 697.)*

**6011.** Either the blanks in the standard form or those in an endorsement attached thereto shall be appropriately filled. The first page of the policy or an endorsement attached thereto may be arranged to show in schedule form the amounts of insurance, rates and premiums for the basic coverages insured under the standard form of policy and 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.

If such a schedule clearly shows the amount at risk, the rate, and the premium in respect of fire insurance, the words, "the above specified" may be inserted in the blanks preceding the word "dollars" in the two places in which "dollars" appears in that portion of the standard form which precedes the countersignature clause, or in identical blanks in an endorsement attached to the standard form and containing the paragraph in the standard form in which the blanks appear.

*(Amended by Stats. 1949, Ch. 697.)*

**6011.5.** In lieu of showing the term of coverage in the form set forth in Section 6010, the standard form policy may show the term in any form which clearly states the period during which the insurance is to continue. The period shall begin and end on specified dates at 12:01 a.m., standard time, at the location of the property involved. An example of permissible method of showing the term is:

" for the term of ____	
from	At 12:01 a.m.
	(Standard Time) to
	At 12:01 a.m.
	(Standard Time)
at location of property involved, " ____	

*(Amended by Stats. 1972, Ch. 618.)*

**6011.6.** In lieu of the attestation clause and official signatures in the form as set forth in Section 6010, the standard form policy may show, immediately following the policy provisions, the following:

"In witness whereof, this company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized secretary of this company at \_\_\_\_.

Secretary	President"
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*(Added by Stats. 1953, Ch. 460.)*

**6012.** By special agreement indorsed on the policy or added thereto, the provisions regarding appraisal or apportionment of loss may be waived and the valuations of all or any of the insured property in case of total loss may be agreed upon in advance of loss.

*(Enacted by Stats. 1935, Ch. 145.)*

**6013.** The standard form of policy shall be plainly printed. The type shall not be smaller than eight-point and in a style not less legible than Century and subheads shall be in type larger than eight-point and in a style not less legible than Century. The lines of the policy following the countersignature clause shall be numbered consecutively.

*(Amended by Stats. 1953, Ch. 460.)*

**6014.** All county mutual fire insurance policies on subject matter in this State shall be on the county mutual standard form and, except as provided by this article, shall not contain additions thereto. Except as provided in Section 6017, no part of the standard form shall be omitted from the policy.

*(Amended by Stats. 1945, Ch. 146.)*

**6015.** The insurer may add to the policy any matter relating to its financial condition, directors, officers, members and history, and the address of its home office and principal office in the State.

*(Enacted by Stats. 1935, Ch. 145.)*

**6016.** Clauses may be added to the policy providing for and defining the rights, duties and obligations of mortgagees, assignees, and other parties having an interest in, right to or lien upon the insured subject matter.

*(Enacted by Stats. 1935, Ch. 145.)*

**6017.** Insurers authorized to limit or eliminate their assessment liability in accordance with the terms of this chapter may make such changes in the standard form as will properly accomplish that purpose.

*(Amended by Stats. 1945, Ch. 146.)*

**6017.5.** Insurers authorized to eliminate their assessment liability in accordance with the terms of this chapter may use the California standard form insurance policy in lieu of the standard form prescribed in this chapter.

*(Added by Stats. 1959, Ch. 1553.)*

**6018.** No clause shall be inserted nor rider attached affecting the standard form liability of the insurer for loss or damage by fire occasioned either directly or indirectly by earthquake, hurricane, volcanic action or other disturbance of nature, unless such rider or clause is printed in red ink in type larger than pica or in capital letters measuring not less than eight one-hundredths (8/100's) of an inch in height, and unless there is printed at the head of the policy in red ink and in large bold-faced type the words: "This policy contains limitations of liability not permitted in the California standard form."

*(Amended by Stats. 1949, Ch. 697.)*

**6019.** Clauses may be added to the policy:

(a) Covering property and risks not otherwise covered; provided that clauses covering loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under the standard policy issued pursuant to Section 6010 may be insured under said policy only by a written endorsement providing such insurance, with such endorsement affixed to said standard policy.

(b) Assuming greater liability than is otherwise imposed on the insurer.

(c) Granting the insured permits and privileges not otherwise provided.

(d) Waivers of any of the matters voiding the policy or suspending the insurance.

(e) Waivers of any of the requirements imposed on the insured after loss.

*(Amended by Stats. 1959, Ch. 1101.)*

**6020.** Except as otherwise provided by this article, clauses may be attached, by separate riders in type larger than pica or in capital letters measuring not less than eight one-hundredths (8/100's) of an inch in height, to the policy, imposing specified duties and obligations upon the insured and limiting the liability of the insurer.

*(Amended by Stats. 1949, Ch. 697.)*

**6021.** It is a misdemeanor for any insurer or its agent to countersign or issue a county mutual fire insurance policy covering in whole or part subject-matter in this State in violation of this article. Any policy so issued shall notwithstanding be binding upon the issuing insurer.

*(Enacted by Stats. 1935, Ch. 145.)*