STATE OF LOUISIANA

COURT OF APPEAL, FIRST CIRCUIT

RALSTON BARNES | NO. 2026 CW 0358

VERSUS

JUSTIN D. BECK AND FARMERS GROUP PROPERTY AND CASUALTY INSURANCE COMPANY

JULY 23, 2026

In Re: Farmers Group Property and Casualty Insurance Company, applying for supervisory writs, 21st Judicial District Court, Parish of Livingston, No. 186310.

BEFORE: WOLFE, HESTER, AND BALFOUR, JJ.

WRIT DENIED.

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KEB

Hester, J., dissents and would reverse the trial court's February 6, 2026 judgment and grant summary judgment in favor of defendant, Farmers Group Property and Casualty Insurance Company. I find that this defendant is entitled to summary judgment based on the clear and unambiguous language of the policy's uninsured motorist coverage endorsement. Specifically, the policy limits uninsured motorist coverage to damages that an insured is legally entitled to recover from the owner of an uninsured motor vehicle. While the policy does not expressly define whether an electric-assisted bicycle constitutes a "motor vehicle" for purposes of uninsured motorist coverage, it contains a conformity to state law provision requiring that the policy be construed in accordance with applicable Louisiana law. Louisiana Revised Statute 32:1(50) expressly excludes motorized bicycles and electric-assisted bicycles from the statutory definition of "motor vehicle." See **Slade v. Progressive Security Ins. Co.**, No. 11-2164, 2013 WL 12182957, at *8 (W.D. La. Feb. 4, 2013) (recognizing that a conformity to state law provision amends an insurance policy to conform to applicable state statutes). Moreover, the conditions, stipulations, and agreements of an insurance contract may not conflict with Louisiana statutes or public policy. La. R.S. 22:868(A). Read together, the conformity to state law provision and Louisiana's statutory scheme require that the policy's reference to a "motor vehicle" be construed consistently with the definition provided by La. R.S. 32:1(50). Accordingly, the statutory definition is incorporated into the policy through the conformity provision. Because electric-assisted bicycles are expressly excluded from that definition, they are not uninsured motor vehicles within the meaning of the policy, and the policy's uninsured motorist coverage does not apply to accidents involving electric-assisted bicycles. Therefore, I would dismiss plaintiff's claims against defendant.

COURT OF APPEAL, FIRST CIRCUIT

DEPUTY CLERK OF COURT
FOR THE COURT