

Fat Tuesday Special: Louisiana Court Holds that “Coconut Throwing” Endorsement Does Not Bar Coverage for Mardi Gras Float

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In [Faith Brooks v. Zulu Social Aid and Pleasure Club, Inc.](#), 110 So.3d 703 (La. Ct. App. 2013), the Louisiana Court of Appeal held that the trial court improperly granted summary judgment to an insurer based on a coconut throwing endorsement in an insurance policy issued to the Mardi Gras Zulu Krewe. The case arose out of an action for damages instituted by a Mardi Gras spectator who alleged she sustained injuries when she was struck by a coconut thrown by a rider in the Zulu Krewe. The amended petition also alleged negligence on the part of the Zulu Krewe by failing to properly and safely secure the load on the float and failing to train the float drivers.

No stranger to the antics of Mardi Gras parades, the Zulu Krewe's insurer included a “coconut-throwing” endorsement in its policy, which provided that “[i]t is hereby agreed and understood that there will be no coverage for any coconut thrown in any fashion from anywhere on the float. Coconuts may be handed from the first layer of the float only.” On this basis, the insurer moved for summary judgment, which was granted.

The Court of Appeal reversed, holding that the claims presented in the petition were non-exclusive and created a possibility of liability pending further discovery. Because summary judgment was granted to the insurer before the Zulu Krewe had an opportunity to engage in adequate discovery, the appellate court held that summary judgment was improper. The case was reversed and remanded for the Zulu Krewe to march on.

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